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|---------------------------------|--|-------------------------------|---------------------------------|
| <i>SERFF Tracking Number:</i> | <i>SHEN-125762312</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>Shenandoah Life Insurance Company</i> | <i>State Tracking Number:</i> | <i>39850</i> |
| <i>Company Tracking Number:</i> | <i>PPOP-12/06</i> | | |
| <i>TOI:</i> | <i>H10G Group Health - Dental</i> | <i>Sub-TOI:</i> | <i>H10G.000 Health - Dental</i> |
| <i>Product Name:</i> | <i>Group Dental Insurance Policy</i> | | |
| <i>Project Name/Number:</i> | <i>/</i> | | |

Filing at a Glance

Company: Shenandoah Life Insurance Company

| | | |
|---|------------------------------|-------------------------------------|
| Product Name: Group Dental Insurance Policy | SERFF Tr Num: SHEN-125762312 | State: ArkansasLH |
| TOI: H10G Group Health - Dental | SERFF Status: Closed | State Tr Num: 39850 |
| Sub-TOI: H10G.000 Health - Dental | Co Tr Num: PPOP-12/06 | State Status: Approved-Closed |
| Filing Type: Form | Co Status: | Reviewer(s): Rosalind Minor |
| | Author: Thomas Mason | Disposition Date: 08/16/2008 |
| | Date Submitted: 08/05/2008 | Disposition Status: Approved-Closed |

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

| | |
|--|--|
| Project Name: | Status of Filing in Domicile: Authorized |
| Project Number: | Date Approved in Domicile: |
| Requested Filing Mode: Review & Approval | Domicile Status Comments: |
| Explanation for Combination/Other: | Market Type: Group |
| Submission Type: New Submission | Group Market Size: Small and Large |
| Overall Rate Impact: | Group Market Type: Employer |

Filing Status Changed: 08/16/2008

State Status Changed: 08/16/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Re: Form 5787-Rev. 11/07 - Employer Application for Group Insurance

Form 5788-12/06 - True Dental Supplement

Form 5789-12/06 - Voluntary Dental Supplement

PPOP-12/06 - Group Dental Insurance Policy

PPOC-12/06 - Group Dental Insurance Certificate

The above-referenced forms are enclosed for approval by your Department. These forms are new and do not replace

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| <i>Company Tracking Number:</i> | <i>PPOP-12/06</i> | | |
| <i>TOI:</i> | <i>H10G Group Health - Dental</i> | <i>Sub-TOI:</i> | <i>H10G.000 Health - Dental</i> |
| <i>Product Name:</i> | <i>Group Dental Insurance Policy</i> | | |
| <i>Project Name/Number:</i> | <i>/</i> | | |

any forms currently in use.

This product provides for the insured to use the services of a network provider to receive optimum benefits. We do not contract directly with individual providers but rather lease a provider network – Health Care Exchange, Ltd., d/b/a DenteMax. The Dental Card issued to the insured employee will contain the website address and toll-free telephone number for DenteMax. A roster of in-network dental providers, which is updated regularly, is maintained on that website.

This group dental product will be marketed by properly appointed agents/brokers in geographical areas where the network has contracted providers participating in the network. Marketing will be to the following group sizes: employers with 2-9 employees where the employer generally pays the entire premium or the employee may contribute to the cost; employers with 2+ employees where the employee generally pays the entire premium or the employer may contribute to the cost; employers with 10+ employees where the employer generally pays the entire premium or the employee may contribute to the cost. Spouse and Dependent Children coverage will not be available unless the employee selects coverage for himself/herself.

The employer can choose one of these two features:

- (1) insured will have the freedom to choose any dentist with the insured's out-of-pocket costs varying depending upon whether that dentist is a network provider; or
- (2) insured must use a network provider to receive benefits, except for a dental emergency.

The plan design for covered services categories, annual maximum, deductible, coinsurance percentage rate, benefit waiting periods will vary at the option of the employer and available plans are based upon the number of employees. Policy and Certificate text that is marked in brackets represents variables that will enable us to tailor the product to meet the specific needs of a group.

Form 5787-Rev. 11/07 is a multi-coverage base employer application for the true group market of employer sizes of 10+ and all voluntary products regardless of the employer size. It will be used with this dental product and also with approved life and disability products, and any subsequently approved products.

Form 5788-12/06 will supplement the above multi-coverage base employer application Form 5787-Rev. 11/07 for this

SERFF Tracking Number: *SHEN-125762312* *State:* *Arkansas*
Filing Company: *Shenandoah Life Insurance Company* *State Tracking Number:* *39850*
Company Tracking Number: *PPOP-12/06*
TOI: *H10G Group Health - Dental* *Sub-TOI:* *H10G.000 Health - Dental*
Product Name: *Group Dental Insurance Policy*
Project Name/Number: */*

dental product for the true group market of employer group sizes of 10+ employees.

Form 5789-12/06 will supplement the above multi-coverage base application Form 5787-Rev. 11/07 with this dental product for a voluntary plan regardless of the group size.

A previously approved Orthodontic Expense Rider will be available with this product for dependent children only or for the insured employee and all dependents.

Another employer application will also be used with this product:

Form 5786-Rev. 5/08 is a multi-coverage base employer application for an employer size of 2-9 employees and constitutes the employer application for the captioned product as well as for approved life and disability products, and any subsequently approved products. The form was approved June 12, 2008 under State Tracking Number 39240.

Previously approved employee enrollment forms will be used with this product.

The following items are also enclosed to supplement this filing:

1. Actuarial Memorandum
2. Rates for PPOP-12/06
3. Readability Certification
4. AR Certification of Compliance
5. Copy of agreement with DenteMax (network provider)

We look forward to receiving a favorable response to this filing. If you should have any questions or need additional information, please let us know.

Sincerely yours,

Pamela N. Ferguson
Director, Legal Services

SERFF Tracking Number: SHEN-125762312 State: Arkansas
Filing Company: Shenandoah Life Insurance Company State Tracking Number: 39850
Company Tracking Number: PPOP-12/06
TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental
Product Name: Group Dental Insurance Policy
Project Name/Number: /

Attachments

Company and Contact

Filing Contact Information

Pamela Ferguson, Director, Legal Services pam.ferguson@shenlife.com
P.O. Box 12847 (800) 848-5433 [Phone]
Roanoke, VA 24029 (540) 857-5987[FAX]

Filing Company Information

Shenandoah Life Insurance Company CoCode: 68845 State of Domicile: Virginia
2301 Brambleton Ave. SW Group Code: 891 Company Type: Life and Health
P.O. Box 12847
Roanoke, VA 24029 Group Name: State ID Number:
(800) 848-5433 ext. [Phone] FEIN Number: 54-0377280

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50.00 per filing
Per Company: No

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|-----------------------------------|---------|----------------|---------------|
| Shenandoah Life Insurance Company | \$50.00 | 08/05/2008 | 21791839 |

| | | | |
|--------------------------|-----------------------------------|------------------------|--------------------------|
| SERFF Tracking Number: | SHEN-125762312 | State: | Arkansas |
| Filing Company: | Shenandoah Life Insurance Company | State Tracking Number: | 39850 |
| Company Tracking Number: | PPOP-12/06 | | |
| TOI: | H10G Group Health - Dental | Sub-TOI: | H10G.000 Health - Dental |
| Product Name: | Group Dental Insurance Policy | | |
| Project Name/Number: | / | | |

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------------|----------------|------------|----------------|
| Approved-Closed | Rosalind Minor | 08/16/2008 | 08/16/2008 |

| | | | |
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| <i>TOI:</i> | <i>H10G Group Health - Dental</i> | <i>Sub-TOI:</i> | <i>H10G.000 Health - Dental</i> |
| <i>Product Name:</i> | <i>Group Dental Insurance Policy</i> | | |
| <i>Project Name/Number:</i> | <i>/</i> | | |

Disposition

Disposition Date: 08/16/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SHEN-125762312 State: Arkansas
Filing Company: Shenandoah Life Insurance Company State Tracking Number: 39850
Company Tracking Number: PPOP-12/06
TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental
Product Name: Group Dental Insurance Policy
Project Name/Number: /

| Item Type | Item Name | Item Status | Public Access |
|---------------------|---|-----------------|---------------|
| Supporting Document | Certification/Notice | Approved-Closed | Yes |
| Supporting Document | Application | Approved-Closed | Yes |
| Supporting Document | Actuarial Memorandum | Approved-Closed | Yes |
| Supporting Document | Copy of agreement with DenteMax (network provider) | Approved-Closed | Yes |
| Form | Employer Application for Group Insurance | Approved-Closed | Yes |
| Form | True Dental Supplement | Approved-Closed | Yes |
| Form | Voluntary Dental Supplement | Approved-Closed | Yes |
| Form | Group Dental Insurance Certificate | Approved-Closed | Yes |
| Form | Group Dental Insurance Certificate | Approved-Closed | Yes |
| Rate | Rates for PPOP-12/06 | Approved-Closed | Yes |

SERFF Tracking Number: SHEN-125762312 State: Arkansas

Filing Company: Shenandoah Life Insurance Company State Tracking Number: 39850

Company Tracking Number: PPOP-12/06

TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental

Product Name: Group Dental Insurance Policy

Project Name/Number: /

Form Schedule

Lead Form Number: Form 5787-Rev. 11/07

| Review Status | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|-----------------|----------------------|---|--|---------|----------------------|-------------|-------------|
| Approved-Closed | Form 5787-Rev. 11/07 | Application/ Enrollment Form | Employer Application for Group Insurance | Initial | | | 5787.pdf |
| Approved-Closed | Form 5788-12/06 | Application/ Enrollment Form | True Dental Supplement | Initial | | | 5788.pdf |
| Approved-Closed | Form 5789-12/06 | Application/ Enrollment Form | Voluntary Dental Supplement | Initial | | | 5789.pdf |
| Approved-Closed | PPOP-12/06 | Policy/Cont ract/ Fraternal Certificate | Group Dental Insurance Certificate | Initial | | | PPOP_AR.pdf |
| Approved-Closed | PPOC-12/06 | Certificate | Group Dental Insurance Certificate | Initial | | | PPOC_AR.pdf |



**SHENANDOAH LIFE
INSURANCE COMPANY**

Post Office Box 12847 Roanoke Virginia 24029 (800) 848-5433 www.shenlife.com

EMPLOYER APPLICATION FOR GROUP INSURANCE

HOME OFFICE USE ONLY: Policy Number(s) _____ Effective Date _____

Please confirm which type(s) of insurance should be included in application:

- | | |
|--|---|
| <input type="checkbox"/> True Group or Voluntary Life & AD&D (Form 5191) ◆ | <input type="checkbox"/> True Group or Voluntary Long Term Disability (Form 5192) ● |
| <input type="checkbox"/> True Group Dental (Form 5788) ▲ | <input type="checkbox"/> Voluntary Group Dental (Form 5789) ▲ |
| <input type="checkbox"/> True Group or Voluntary Short Term Disability (Form 5193) ■ | <input type="checkbox"/> True Group or Voluntary Vision (Form 5820) ▼ |

GROUP INFORMATION

Legal Name of Group _____

Group Contact Name _____ Title _____

Physical Address _____

City _____ State _____ Zip Code _____

PO Box (if applicable) _____ City _____ State _____ Zip Code _____

Billing Address (if different from above) _____

City _____ State _____ Zip Code _____

Telephone Number _____ Fax# _____

Nature of Business _____

Requested Effective Date (12:01 AM) _____ SIC Code _____ Employer Tax ID# _____

Subsidiaries included: ☐ No ☐ Yes – please attach names and addresses

Are separate billing statements required? ☐ No ☐ Yes – please provide special billing instructions

For salary-based plans, all changes in amounts of insurance due to salary changes will occur:

☐ coincident with salary change ☐ on _____ of each year.

Premiums are paid monthly unless otherwise approved by Shenandoah Life Insurance Company.

Any evidence of insurability requirements, dental benefit waiting periods or late entrant provisions will apply unless requested otherwise and agreed upon in writing by Shenandoah Life Insurance Company.

Please indicate the name and e-mail address of the individual whom you would like to be the contact for our internet resource (StarNet). A user name and password will be sent:

Name of User _____ E-Mail Address _____

EMPLOYEE ELIGIBILITY

Each present or new employee is an "eligible employee" if she or he:

- 1) Is a member of the eligible classes shown in the policy schedule,
- 2) Is within the age requirements shown in the policy schedule,
- 3) Has satisfied any waiting period shown on this application,
- 4) Is "actively at work" on the date employee becomes eligible, and
- 5) Works a minimum of _____ hours per week.

Eligibility waiting period for current employees:

- ☐ First of month following _____ days of continuous employment
☐ First of month following _____ months of continuous employment
☐ None ☐ Other _____

Eligibility waiting period for subsequent employees:

- ☐ First of month following _____ days of continuous employment
☐ First of month following _____ months of continuous employment
☐ None ☐ Other _____

If eligibility waiting periods or number of hours worked per week required for eligibility vary by type of insurance, please detail below:

STATEMENT OF UNDERSTANDING

It is understood and agreed that the policy, if issued, shall include the premium rates and administration provisions applicable to the insurance; that such premium rates and administrative provisions shall be binding upon the applicant and the Company subject to all of the provisions of the policy.

Insurance is subject to the approval of Shenandoah Life Insurance Company and nothing contained herein shall be binding upon Shenandoah Life until this application is approved and accepted at Shenandoah Life's Home Office.

Any person who, knowingly and with intent to defraud any insurance company or other persons, files an application for insurance or statement of claim containing any materially false information, or conceals information for the purpose of misleading, concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

The following states require that alternate statements regarding insurance fraud be given. If you are a resident of any of the following states, please consider the following statements as replacements for the above statement.

Arizona – Any life insurance producer, examining physician or other person who knowingly makes a false or fraudulent statement or representation in or relative to an application for life or disability insurance, or who makes any such statement to obtain a fee, commission, money or benefit is guilty of a class 2 misdemeanor.

Colorado – It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DC – It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida – Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Georgia – Any person who, knowingly and with intent to defraud any insurance company or other persons, files an application for insurance or statement of claim containing any materially false information, or conceals information for the purpose of misleading, concerning any fact material thereto may commit a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

New Jersey – Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Pennsylvania – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Tennessee – It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Virginia – Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

AUTHORIZED REPRESENTATIVE OF POLICYHOLDER

I, the undersigned authorized officer, certify all statements are true and complete to the best of my knowledge and belief.

Name (please print) _____

Signature _____ Title _____

Witness _____

Dated at _____ this _____ day of _____, 20____

AGENT/BROKER Name (please print) _____

Address _____

City _____ State _____ Zip Code _____

Telephone Number _____

Do you have knowledge or reason to believe that replacement of prior coverage could be involved?

☐ No ☐ Yes Which coverages? _____

Agent Signature _____

(Florida agents must print name and show state license number) _____

SPECIAL MARKETING AGENT/MARKETING DIRECTOR Name (please print) _____

MARKETING PARTNER Name (please print) _____

SHENANDOAH REGIONAL SALES MANAGER Name (please print) _____



P.O. Box 12847 ♦ Roanoke, VA 24029 ♦ (800) 848-5433 ♦ www.shenlife.com



**SHENANDOAH LIFE
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▲ TRUE DENTAL SUPPLEMENT ▲

Annual Open Enrollment Period? ☐ Yes ☐ No Under a Section 125 Plan? ☐ Yes ☐ No

Election Period: From ____ / ____ to ____ / ____ for coverage effective ____ / ____

(31 day maximum unless matching Section 125 Plan)

PLAN OPTIONS

Please choose Coinsurance Plan or Scheduled Plan:

☐ **Coinsurance Plan:**

Active PPO or **Passive PPO/Indemnity**
In-Network Out-of-Network

Type I: % % %

Type II: % % %

Type III: % % %

Out-of-Network Fee Basis: ☐ Prevailing Fee ☐ Negotiated Fee

Percentile used to determine prevailing fee: ☐ 80th ☐ 90th ☐ Other _____

| Category | Type | | Waiting Period | |
|------------------------------------|-----------------------------------|--------------------------------|-----------------------------------|--------------------------------|
| | <input type="checkbox"/> Standard | <input type="checkbox"/> Other | <input type="checkbox"/> Standard | <input type="checkbox"/> Other |
| Preventive Services: | Type I | Type ____ | None | _____ |
| Diagnostic Services: | Type I | Type ____ | None | _____ |
| Basic Restorative: | Type II | Type ____ | None | _____ |
| Non-Surgical Extractions: | Type II | Type ____ | None | _____ |
| Adjunctive General Services: | Type II | Type ____ | None | _____ |
| Complex Oral Surgery: | Type II | Type ____ | None | _____ |
| Endodontics: | Type II | Type ____ | None | _____ |
| Non-Surgical Periodontics: | Type II | Type ____ | None | _____ |
| Surgical Periodontics: | Type II | Type ____ | None | _____ |
| Major Restorative: | Type III | Type ____ | 12 months | _____ |
| Adjustments and Repairs: | Type III | Type ____ | 12 months | _____ |

☐ **Scheduled Plan:**

☐ Standard Schedule

☐ Other (specify) _____

BENEFIT OPTIONS

Annual Maximum Benefit: ☐ Per Policy Year ☐ Per Calendar Year

Active PPO: \$ _____ In-Network \$ _____ Out-of-Network

Passive PPO/Indemnity: \$ _____

Deductible Options:

Deductible Amount:

Active PPO: \$ _____ In-Network \$ _____ Out-of-Network

Passive PPO/Indemnity: \$ _____

Deductible Type: ☐ Per Policy Year ☐ Per Calendar Year ☐ Lifetime (N/A on Scheduled Plan)

Family Maximum Deductible: ☐ 2 family members ☐ 3 family members ☐ No Maximum

Scheduled Plan must choose no maximum

Deductible waived for: ☐ Preventive and Diagnostic ☐ Preventive only ☐ Not Waived

Deductible Credit for groups with prior dental coverage: ☐ Yes ☐ No

Orthodontia Benefits (must have Major Restorative and Adjustments/Repairs to be eligible) – select one:

☐ Dependent Children only ☐ Dependent Children and Adult(s) ☐ None

Orthodontia Lifetime Maximum Benefit: ☐ \$500 ☐ \$750 ☐ \$1,000 ☐ \$1,500 ☐ Other \$ _____

continued on reverse

Employer contribution: For employees:% For dependents (if applicable):%
Number of employees eligible for coverage: Number of employees enrolled:

Does this policy replace existing or prior dental insurance? [] Yes [] No

If Yes, indicate: Name of carrier
Effective date of prior coverage
Proposed termination date of prior coverage
Coverage being replaced: [] Preventive [] Basic [] Major [] Orthodontia

If benefit waiting period credit is requested, the following items must be included with this application:

- complete copy of prior policy including group name, effective date, and schedule of benefits
- copy of most recent billing statement

Special Remarks

All benefits and rates are subject to underwriting approval.

It is understood and agreed that this application shall be made a part of the Policy applied for and that no insurance shall be effective until approved in writing by Shenandoah Life Insurance Company at its Home Office.

It is also recommended that no current dental insurance coverage be cancelled until Shenandoah Life Insurance Company approves this coverage in writing.

Any person who, knowingly and with intent to defraud any insurance company or other persons, files an application for insurance or statement of claim containing any materially false information, or conceals information for the purpose of misleading, concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

The following states require that alternate statements regarding insurance fraud be given. If you are a resident of any of the following states, please consider the following statements as replacements for the above statement.

Colorado – It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

New Jersey – Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Pennsylvania – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Tennessee – It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Virginia – Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

Florida – Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Authorized Representative of Policyholder

Signature Date

Title

Agent

Signature Date

Print Name

(Florida agents must also show state license number)



SHENANDOAH LIFE
INSURANCE COMPANY

Post Office Box 12847 Roanoke Virginia 24029 (800) 848-5433 www.shenlife.com

▲ VOLUNTARY DENTAL SUPPLEMENT ▲

☐ **Voluntary** (10+ eligible employees)

☐ **Voluntary** (2-9 eligible employees / minimum of 5 employees in MI)

ELIGIBILITY FOR ALL COVERAGES

Annual Open Enrollment Period? ☐ Yes ☐ No Under a Section 125 Plan? ☐ Yes ☐ No

Election Period: From ____ / ____ to ____ / ____ for coverage effective ____ / ____

(31 day maximum unless matching Section 125 Plan)

VOLUNTARY SPECIFICATIONS FOR 10+ ELIGIBLE EMPLOYEES

Please check plan, benefit type and benefit percentages you are selecting, if applicable.

☐ **Coinurance Plan:**

| | Active PPO | | or | Passive PPO/Indemnity |
|--|---|----------------|---|--------------------------------------|
| | In-Network | Out-of-Network | | |
| Type I: | _____ % | _____ % | | _____ % |
| Type II: | _____ % | _____ % | | _____ % |
| Type III: | _____ % | _____ % | | _____ % |
| Type III: | <input type="checkbox"/> Full | | <input type="checkbox"/> Limited | <input type="checkbox"/> None |
| Out-of-Network Fee Basis: | <input type="checkbox"/> Prevailing Fee | | <input type="checkbox"/> Negotiated Fee | |
| Percentile used to determine prevailing fee: | <input type="checkbox"/> 80th | | <input type="checkbox"/> 90th | <input type="checkbox"/> Other _____ |

| Category | Type | | Waiting Period | | |
|------------------------------------|-----------------------------------|--------------------------------|-----------------------------------|-----------------------------------|--------------------------------|
| | <input type="checkbox"/> Standard | <input type="checkbox"/> Other | <input type="checkbox"/> Option 1 | <input type="checkbox"/> Option 2 | <input type="checkbox"/> Other |
| Preventive Services: | Type I | Type ____ | None | None | _____ |
| Diagnostic Services: | Type II | Type ____ | None | None | _____ |
| Basic Restorative: | Type II | Type ____ | None | None | _____ |
| Non-Surgical Extractions: | Type II | Type ____ | None | None | _____ |
| Adjunctive General Services: | Type II | Type ____ | None | None | _____ |
| Complex Oral Surgery: | Type III | Type ____ | 12 months | 12 months | _____ |
| Endodontics: | Type III | Type ____ | 12 months | 6 months | _____ |
| Non-Surgical Periodontics: | Type III | Type ____ | 12 months | 12 months | _____ |
| Surgical Periodontics: | Type III | Type ____ | 12 months | 12 months | _____ |
| Major Restorative: | Type III | Type ____ | 12 months | 24 months | _____ |
| Adjustments and Repairs: | Type III | Type ____ | 12 months | 12 months | _____ |

☐ **Graded Plan:**

| | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> |
|-----------|---------------|---------------|---------------|
| Type I: | 100% | 100% | 100% |
| Type II: | 60% | 70% | 80% |
| Type III: | 10% | 30% | 50% |

☐ **Scheduled Plan**

continued on reverse

VOLUNTARY SPECIFICATIONS FOR 10+ ELIGIBLE EMPLOYEES (Continued)

BENEFIT OPTIONS

Annual Maximum Benefit: [] Per Policy Year [] Per Calendar Year
Active PPO: \$_____ In-Network \$_____ Out-of-Network
Passive PPO/Indemnity: \$_____

Deductible Options:

Deductible Amount:

Active PPO: \$_____ In-Network \$_____ Out-of-Network
Passive PPO/Indemnity: \$_____

Deductible Type: [] Per Policy Year [] Per Calendar Year [] Lifetime (*Coinsurance Only*)

Family Maximum Deductible: [] 2 family members [] 3 family members [] No Maximum
Scheduled and Graded Plans must choose no maximum

Deductible waived for: [] Preventive and Diagnostic [] Preventive only [] Not Waived

Deductible Credit for groups with prior dental coverage: [] Yes [] No

Orthodontia benefits to be included? (*dependent children only; must have full Type III to be eligible*): [] Yes [] No

Orthodontia Lifetime Benefit Maximum: [] \$500 [] \$750 [] \$1,000

VOLUNTARY SPECIFICATIONS FOR 2-9 ELIGIBLE EMPLOYEES

[] **Starter Plan:** Deductible: [] \$50 [] \$75
Policy Year Maximum Benefit: [] \$500 [] \$750

[] **Enhanced Plan:** Deductible: [] \$50 [] \$75
Policy Year Maximum Benefit: [] \$750 [] \$1,000

[] **High Option Plan:** Deductible: [] \$50 [] \$75
Policy Year Maximum Benefit: [] \$1,000 [] \$1,250
Orthodontia: [] Yes [] No
Orthodontia Lifetime Maximum: [] \$500 [] \$750 [] \$1,000

Active PPO: [] Yes [] No Out-of-Network Fee Basis: [] Prevailing [] Negotiated

Annual deductible for Preventive Services (Type I) is waived.

TO BE COMPLETED FOR ALL COVERAGES

Employer contribution: For employees: %
For dependents (if applicable): %
Number of employees who are eligible for coverage:
Number of employees enrolled:

Does this policy replace existing insurance? [] Yes [] No

If Yes, indicate: Prior plan effective date _____
Name of existing carrier _____
Proposed termination date _____
Coverage being replaced: [] Preventive [] Basic [] Major [] Orthodontia

If benefit waiting period credit is requested, the following items must be included with this application:

- copy of prior policy with group name, effective date, and schedule of benefits
- copy of most current billing statement

Special Remarks _____

TO BE COMPLETED FOR ALL COVERAGES

All benefits and rates are subject to underwriting approval.

It is understood and agreed that this application shall be made a part of the Policy applied for and that no insurance shall be effective until approved in writing by Shenandoah Life Insurance Company at its Home Office.

It is also recommended that no current dental insurance coverage be cancelled until Shenandoah Life Insurance Company approves this coverage in writing.

Any person who, knowingly and with intent to defraud any insurance company or other persons, files an application for insurance or statement of claim containing any materially false information, or conceals information for the purpose of misleading, concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

The following states require that alternate statements regarding insurance fraud be given. If you are a resident of any of the following states, please consider the following statements as replacements for the above statement.

Colorado – It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

New Jersey – Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Pennsylvania – Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Tennessee – It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Virginia – Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

Florida – Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Authorized Representative of Policyholder

Signature _____ Date _____

Title _____

Agent

Signature _____ Date _____

Print Name _____

(Florida agents must also show state license number) _____



POLICY NUMBER: [D000000001]

POLICYHOLDER: [SPECIMEN - ARKANSAS]

POLICY EFFECTIVE DATE: [January 01, 2007]

Shenandoah Life Insurance Company will pay the benefits provided in this Policy to persons entitled to receive them. Shenandoah Life makes this promise subject to the conditions and provisions of this Policy.

This Policy is issued in consideration of the Group Application submitted by the Policyholder and the timely payment of all Premiums when due.

The Policyholder should **READ THIS POLICY CAREFULLY** and contact Shenandoah Life promptly with any questions.

This Policy is delivered in ARKANSAS and governed by the laws of that jurisdiction.

The first premium is due on the Effective Date of this Policy and subsequent premiums are due on the same day of each billing period thereafter. This Policy shall renew each Policy Anniversary unless terminated in accordance with the Policy termination provisions.

Signed for Shenandoah Life at Roanoke, Virginia on the Policy Effective Date.

Kathleen M. Kronau

Secretary

Robert W. Clark

President

GROUP DENTAL INSURANCE POLICY
RENEWABLE AT OPTION OF THE COMPANY

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SECTION I. - SCHEDULE OF BENEFITS

POLICY NUMBER: [D000000001]
POLICYHOLDER: [SPECIMEN - ARKANSAS]
POLICY EFFECTIVE DATE: [January 01, 2007] at 12:01 A.M. at the Policyholder's address
PREMIUM DUE DATE: [January 01, 2007 and the same day of each month thereafter]
POLICY ANNIVERSARY: [January 01, 2008 and each January 01 thereafter]
ELIGIBLE CLASS(ES):

Employees [All Actively at Work Employees]
 [Spouse]
 [Dependent Child(ren)]
 [Retired Employees]

ELIGIBILITY WAITING PERIOD:

[Initial Employees] None]
 [Subsequent Employees] 1st of the month following [90] days of continuous employment]

MINIMUM REQUIREMENT FOR ACTIVE WORK

[Working a minimum of [20] regularly scheduled hours per week.]

CONTRIBUTORY INSURANCE

Employee [No]
 [Dependent Insurance] Yes]
 [Retired Employees] Yes]

COVERED SERVICES

| [Category] | Type | | Coinsurance Rate* | | Deductible Applies | | Waiting Period | |
|--------------------------|------------|----------------|-------------------|----------------|--------------------|----------------|----------------|----------------|
| | In-Network | Out-of-Network | In-Network | Out-of-Network | In-Network | Out-of-Network | In-Network | Out-of-Network |
| [Preventive Services] | I | I | 100% | 100% | No | Yes | None | None] |
| [Diagnostic Services] | I | I | 100% | 100% | No | Yes | None | None] |
| [Basic Restorative] | II | II | 80% | 70% | Yes | Yes | None | None] |
| [Non-Surg. Extractions] | II | II | 80% | 70% | Yes | Yes | None | None] |
| [Adjunctive Gen. Serv.] | II | II | 80% | 70% | Yes | Yes | None | None] |
| [Complex Oral Surgery] | II | II | 80% | 70% | Yes | Yes | None | None] |
| [Endodontics] | II | II | 80% | 70% | Yes | Yes | None | None] |
| [Non-Surg. Periodontics] | II | II | 80% | 70% | Yes | Yes | None | None] |
| [Surgical Periodontics] | II | II | 80% | 70% | Yes | Yes | None | None] |
| [Major Restorative] | III | III | 50% | 40% | Yes | Yes | None | 12 months] |
| [Adjustments/Repairs] | III | III | 50% | 40% | Yes | Yes | None | 12 months] |

* [In-Network percentage is applied to Negotiated Fee. Out-of-Network percentage is applied to [Prevailing Fee] [Negotiated Fee]].

[See Section VII.B. for explanation of waiting periods.]

[Waiting period credit will be awarded for all Initial Employees who had comparable coverage under the Replaced Policy and enroll for coverage commencing on the Effective Date of this Policy.] [Waiting period credit will be awarded for all Initial Employees who enroll for coverage commencing on the Effective Date of this Policy.] [The waiting periods are waived for all Initial Employees who enroll for coverage commencing on the Effective Date of this Policy.]

See Section XIII. for a complete list of Covered Services by specific procedure.

SECTION I. - SCHEDULE OF BENEFITS

(Continued)

ANNUAL MAXIMUM BENEFIT

| | <u>In-Network</u> | <u>Out-of-Network</u> |
|--|-------------------|-----------------------|
| Annual Maximum Benefit for each Insured Person per [Policy] Year | [\$1,500] | [\$1,000] |

DEDUCTIBLE

| | <u>In-Network</u> | <u>Out-of-Network</u> |
|--|--------------------|-----------------------|
| [Deductible Amount for each Insured Person per [Policy] Year (Refer to Covered Services on page 3 to determine if the Deductible applies to certain services)] | \$50 | \$100] |
| [Lifetime Deductible Amount for each Insured Person (Refer to Covered Services on page 3 to determine if the Deductible applies to certain services)] | \$150 | \$250] |
| [Family Maximum Deductible | [3] Family Members | [3] Family Members] |
| [Deductible credit | Yes | Yes] |

[LATE ENTRANT LIMITATION

| | |
|--------------------|---|
| [First 12 months] | [Covered Services limited to Type I] [Benefits limited to \$100] |
| [Second 12 months] | [Covered Services limited to Type I and II] [Benefits limited to \$200]] |

PREDETERMINATION OF BENEFITS

Whenever the estimated cost of a recommended dental Treatment Plan exceeds [\$250], the Treatment Plan should be submitted to Shenandoah Life for its review before any treatment begins. See Section VII. E. for complete details.

LIMITATIONS AND EXCLUSIONS

Under this Policy, Shenandoah Life will pay for many Covered Services on a Limited Frequency. These limitations are indicated in Section XIII. - Schedule of Covered Services and Limitations. This Policy also contains specific Exclusions. See Section XII. for complete details.

RIDERS

| | <u>[In-Network</u> | <u>Out-of-Network]</u> |
|---|--------------------|------------------------|
| Orthodontic Expense | [Yes] | [Yes] |
| [Adult Ortho | Yes | Yes] |
| [Waiting Period | 12 months | 24 months] |
| [Lifetime Maximum Benefit | \$1,500 | \$1,000] |
| [Coinsurance Rate | 50% | 50%] |
| [Lifetime Deductible Amount for each Insured Person | \$150 | \$150] |

[The waiting period may be reduced or waived for Insured Persons with prior coverage pursuant to Section XIV.]

SECTION II. - DEFINITIONS

ACTIVELY AT WORK means the Employee must be performing the normal duties of his usual job with the Employer for the Minimum Requirement for Active Work as set forth in the Schedule of Benefits at his usual place of work or at another place to which he was required by his Employer to travel. Unless Employee is on leave pursuant to the Family and Medical Leave Act (FMLA), Employee must be able to perform all the main duties of his regular occupation. Employee will be considered to be ACTIVELY AT WORK on a paid vacation day, a paid or non-paid leave day granted pursuant to the Family and Medical Leave Act, or on a regular non-working day if Employee was ACTIVELY AT WORK on his last working day and was not Totally Disabled. Shenandoah Life has the right to verify the hours worked by reviewing payroll records and/or income tax records.

[ACTIVELY AT WORK does not include strike, layoff, or lockout.]

[For covered Retirees, all ACTIVELY AT WORK requirements in this Policy are waived.]

ANNUAL MAXIMUM BENEFIT means the maximum benefit payable by this Policy for Covered Dental Expenses Completed in a [Policy] Year. The Annual Maximum Benefit for this Policy is set forth in the Schedule of Benefits. This maximum will apply even if Employee's coverage is interrupted.

ARMED FORCES means the military forces of any nation, including National Guard and reserves. An Insured Person shall be deemed to be on active duty in the Armed Forces during the initial period of basic training and any period of continuous duty in excess of 31 days.

AUTHORIZED OFFICER means the President, a Vice President, the Secretary or an Assistant Secretary of Shenandoah Life.

BENEFIT means any amount Shenandoah Life pays to an Insured Person or his assignee in accordance with the provisions of this Policy.

CALENDAR YEAR means the twelve-month period beginning at 12:01 a.m. on January 1st and ending at 11:59 p.m. on December 31st of the same year.

COINSURANCE means the percentage of Covered Dental Expense which is payable under this Policy. The Coinsurance percentage for each category of service for this Policy is shown in the Schedule of Benefits.

COMPANY means Shenandoah Life Insurance Company, with its Home Office located at 2301 Brambleton Avenue, S.W., Roanoke, Virginia 24015. The mailing address is Post Office Box 12847, Roanoke, Virginia 24029.

CONTRACTED NETWORK means one or more networks of Dentists with which Company has contracted to perform Covered Services at negotiated network fees.

CONTRIBUTORY INSURANCE means any insurance coverage under this Policy for which the Employee pays all or part of the Premium.

COVERED DENTAL EXPENSE means the allowable charge for Covered Services, determined in accordance with Section XIII. depending upon whether the service is In-Network or Out-of-Network, which are Necessary for the care of the teeth and supporting tissues. These services must have been performed by a Dentist.

COVERED SERVICE means dental services which will be considered for payment by Shenandoah Life. A complete list of Covered Services is set forth in Section XIII.

SECTION II. - DEFINITIONS

(Continued)

DATE COMPLETED means the date on which certain Covered Dental Expenses will be deemed incurred for benefit determination purposes. The following paragraphs define the Date Completed for the indicated services:

1. For Full Dentures or Partial Dentures: The date that the final completed appliance is first inserted into the mouth; provided however that no denture or partial denture will be considered Completed until it is accepted by the patient.
2. For Fixed Bridges (including Resin bonded bridges), Crowns, Inlays, Onlays and other laboratory prepared restorations: The date that the appliance is permanently cemented in place.
3. For Root Canal Therapy: The date the canals are permanently filled.
4. For All Other Services: The date the procedure is Started.

The Date Completed shall be the date used by Shenandoah Life to determine the benefits payable for a particular service.

DATE STARTED means the date on which certain Covered Dental Expenses will be deemed Started for benefit determination purposes. The following paragraphs define the Date Started for the indicated services:

1. For Full Dentures or Partial Dentures: On the date the final impression is taken.
2. For Fixed Bridges (including Resin bonded bridges), Crowns, Inlays, Onlays and other laboratory prepared restorations: On the date the teeth are first prepared.
3. For Root Canal Therapy: On the date the pulp chamber is first opened.
4. For Periodontal Surgery: On the date the surgery is actually performed.
5. For All Other Services: On the date the service is performed.

[DEDUCTIBLE means the amount of Covered Dental Expense which must be paid in full by the Employee each [Policy] Year for each covered member of Employee's family who incurs dental expenses before any benefits are payable. The Deductible amount is shown in the Schedule of Benefits.]

DENTIST means any dental or medical practitioner who is required to be recognized by law who:

1. is properly licensed or certified under the laws of the state in which he practices; and
2. provides services which are within the scope of his license or certificate and covered by this Policy.

DEPENDENT CHILD means someone who is residing in the United States [or Canada] and who is:

1. Employee's natural child, legally adopted child, foster child or stepchild who is unmarried and under the age of 19, provided the child's legal residence is the same as the Employee's and the child is dependent upon Employee for more than 50% of his support and maintenance. If child's legal address is different from Employee's, the child is considered to be a Dependent if so ordered by a court decree or if he is listed as a dependent on Employee's most recent Federal income tax return and if he is dependent upon Employee for more than 50% of his support and maintenance.
2. Employee's natural child, legally adopted child, foster child or stepchild who is 19 years old or older, but less than [25] years of age, but only if he is unmarried, and is a full-time student at an accredited educational institution, college, university, vocational institution, trade school or secondary institution and is dependent upon Employee for more than 50% of his support and maintenance and is listed as a dependent on Employee's most recent Federal income tax return.

SECTION II. - DEFINITIONS

(Continued)

DEPENDENT INSURANCE means insurance on Employee's Spouse and/or Dependent Child.

EFFECTIVE DATE is the date on which insurance coverage begins under this Policy.

ELIGIBLE CLASS means a category of Employees and/or dependents eligible for insurance under this Policy, as shown in the Schedule of Benefits.

ELIGIBILITY DATE means the date an Employee or an Employee's Spouse and/or Dependent Child becomes eligible for insurance coverage under this Policy.

ELIGIBILITY WAITING PERIOD is a specified period of employment as an Employee of the Employer which an Employee must complete before becoming eligible for coverage under this Policy. The length of the Eligibility Waiting Period is chosen by the Employer and may differ for different Eligible Classes or for Initial and Subsequent Employees. The Eligibility Waiting Period, if any, is shown in the Schedule of Benefits.

EMERGENCY TREATMENT means any Necessary service, procedure, or supply which is rendered as an unforeseen occurrence or combination of circumstances which requires immediate, urgent action or remedy.

EMPLOYEE means a person Actively at Work with the Employer in an Eligible Class [or a Retired Employee].

EMPLOYEE INSURANCE means insurance on the Employee.

EMPLOYER means the Policyholder.

FOSTER CHILD means a child who Employee is raising as his own; who lives in Employee's home; and for whom Employee has been given full legal custody and control. A Foster Child is not a child who is living in Employee's home temporarily; who is placed in Employee's home by a social service agency which retains control of the child; or a child whose natural parent(s) exercises or shares parental responsibility and control.

FUNCTIONING NATURAL TOOTH means a natural tooth which is performing its normal role in the mastication process in the Insured Person's upper or lower arch and which is opposed in the Insured Person's other arch by another natural tooth or prosthetic replacement.

GROUP APPLICATION means the application provided by Shenandoah Life for the purpose of Policyholder's application for insurance under this Policy.

HOME OFFICE means Shenandoah Life Insurance Company, 2301 Brambleton Avenue, S.W., Roanoke, VA 24015. The mailing address is Post Office Box 12847, Roanoke, VA 24029.

IN-NETWORK means that the Covered Service is performed by a Participating Provider.

INITIAL EMPLOYEE means a person who is an Employee for the Employer on the Effective Date of this Policy.

SECTION II. - DEFINITIONS

(Continued)

INSURANCE MONTH means the period of time which begins at 12:01 A.M. on the Premium Due Date of any calendar month and ends at 12:00 midnight on the day preceding the next Premium Due Date.

INSURED PERSON means an Employee, his Spouse and/or his Dependent Child who are covered under this Policy.

[LATE ENTRANT means an individual eligible for coverage under this Policy who does not apply for coverage within 31 days after he is first eligible to apply for such coverage [or fails to apply during the Open Enrollment or the election period under the Policyholder's Section 125 Plan].]

[LIFETIME DEDUCTIBLE AMOUNT means the amount of covered Dental Expense which must be paid in full by Employee while this Policy is in force for each covered member of Employee's family who incurs dental expense before any benefits are payable. The Lifetime Deductible amount is shown in the Schedule of Benefits.]

NECESSARY means a procedure, service, or supply which is required by, and appropriate for, treatment of the Insured Person's dental condition according to broadly accepted standards of care, as determined by Shenandoah Life in consultation with its dental consultant.

NEGOTIATED FEE means the reduced fee a Participating Provider has contractually agreed to charge Shenandoah Life's insureds for Covered Services.

NON-CONTRIBUTORY INSURANCE means any insurance coverage under this Policy for which the Employer pays all of the Premium.

NON-PARTICIPATING PROVIDER means a Dentist who is not a member of a Contracted Network.

[OPEN ENROLLMENT means that time period designated by mutual agreement of the Policyholder and Shenandoah Life during which eligible Employees who did not obtain coverage when first eligible may apply for coverage for themselves or their Dependents. Only one period of Open Enrollment is permitted in each calendar year. [The Open Enrollment period shall coincide with the election period under the Employer's Section 125 Plan.]]

OUT-OF-NETWORK means that the Covered Service is provided by a Dentist who is not a Participating Provider.

PARTICIPATING PROVIDER means a Dentist who is a member of a Contracted Network.

PERSON means an Employee, his Spouse and/or his Dependent Child.

POLICYHOLDER means the entity to which this Policy is issued.

POLICY ANNIVERSARY means the date this Policy may be renewed and is shown on page 3.

POLICY YEAR means a twelve-month period commencing with the Effective Date of this Policy and ending at 11:59 p.m. on the last day of such twelve-month period.

SECTION II. - DEFINITIONS

(Continued)

PREMIUM means the amount of money which the Policyholder pays each month to purchase the insurance benefits provided by this Policy.

PREMIUM DUE DATE means the date indicated in the Schedule of Benefits by which the Premium must be paid to Shenandoah Life.

[PREVAILING FEE means the lesser of the fee most often charged by the provider for the same service or supply; or the fee most often charged in the same area by providers with similar training and experience for a comparable service or supply. Area means metropolitan area, a county, or a greater area if needed to find a cross-section of providers of a comparable service or supply. Shenandoah Life may obtain data concerning the fee most often charged in an area from a third party and the determination of the Prevailing Fee may vary among policyholders. The Prevailing Fee is based upon the [80th] percentile of data tabulated by a third party vendor.]

REPLACED POLICY means any group or group enrollment insurance policy, dental service plan, employee welfare plan or trust, or other arrangement which has been terminated no more than [30] days prior to the Effective Date of this Policy.

[RETIREE or RETIRED EMPLOYEE means an individual who, on his last workday prior to retirement, was Actively at Work [and is currently receiving a benefit under the terms of the Employer's pension plan]. Retiree does not include an individual who is receiving pension plan benefits solely due to being Totally Disabled and who otherwise does not meet the Employer's criteria for receipt of pension plan benefits.]

SHENANDOAH LIFE means Shenandoah Life Insurance Company.

SPOUSE means Employee's legal spouse under the laws of the jurisdiction in which this Policy is delivered and resides in the United States [or Canada].

SUBSEQUENT EMPLOYEE means a person who becomes an Employee of an Employer after the initial Effective Date of this Policy.

TERMINATION DATE means the date this Policy ends or the date on which an Insured Person's coverage ends as determined by Shenandoah Life.

TOTALLY DISABLED means the Employee's inability due to sickness or injury to perform all of the main duties of any job with the Policyholder or the Employee's inability to work for wage or profit.

TREATMENT PLAN means the Dentist's report of recommended treatment on a form satisfactory to Shenandoah Life which:

1. itemizes the dental procedures and charges which the Dentist has performed or, in the case of a predetermination, will perform;
2. lists the charges for each procedure; and
3. is accompanied by supporting pre-operative x-rays and any other appropriate diagnostic materials required by Shenandoah Life.

SECTION III. - ELIGIBILITY FOR COVERAGE; EFFECTIVE DATE

A. ELIGIBILITY

1. **EMPLOYEE** - If Employee is a member of an Eligible Class, Employee will become eligible for coverage on the latest of the following dates:
 - a. the Effective Date of this Policy;
 - b. the Effective Date of an amendment adding an Employee's Associated Company to participation in this Policy;
 - c. the Effective Date that this Policy is amended to include Employee's employment classification as an Eligible Class;
 - d. the date Employee completes the Eligibility Waiting Period as set forth in the Schedule of Benefits.

[Notwithstanding the foregoing, Initial Employees who are members of an Eligible Class shall become eligible on the Effective Date of this Policy.]

[The Employee will not have to complete a second Eligibility Waiting Period if Employee's coverage terminates due to loss of employment status with the Employer, and Employee is re-employed within [6] months after the date Employee's coverage ends.]

If an Employer has two or more Employees in the same family who are eligible as both an Employee and a Spouse and/or Dependent Child under the Policy, an Employee may not be covered as both an Employee and a Spouse and/or Dependent Child. If a husband and wife are both Employees, both may choose to be insured for Employee coverage, or one may choose to be insured for Employee coverage and the other as a Spouse and/or Dependent Child of that Employee.

2. **DEPENDENT INSURANCE** - A Spouse and/or Dependent Child are eligible for coverage on the latest of the following dates:
 - a. the date Employee becomes eligible for insurance;
 - b. the date Employee first acquires an eligible Dependent Child;
 - c. the date on which Dependent Insurance under this Policy is effective;
 - d. the Effective Date that this Policy is amended to provide Dependent Insurance for Employee's employment classification.

A Spouse and/or Dependent Child is deemed to be first acquired for this Policy as follows:

- a. Spouse - on the date of the marriage;
- b. Natural Child - on the date of his birth;
- c. Adopted Child - on the date the child is placed with Employee for adoption;
- d. Stepchild or Foster Child - on the date that the child first meets the Dependent Child definition.

B. EFFECTIVE DATE

1. NON-CONTRIBUTORY EMPLOYEE INSURANCE

To become insured, Employee must first submit a written request for coverage to Shenandoah Life. The request must be submitted by Employer to Shenandoah Life at its Home Office within 15 days of the Effective Date of the coverage.

An Employee in an Eligible Class who submits a request for coverage will become insured under this Policy at 12:01 a.m. at the main office of the Employer on the date Employee completes the Eligibility Waiting Period, if any, provided the Employee is Actively at Work on that date. If Employee is not Actively at Work on the date his initial coverage or any change in benefits is scheduled to take effect, coverage or the change will not take effect until the day Employee returns to Active Work.

SECTION III. - ELIGIBILITY FOR COVERAGE; EFFECTIVE DATE

(Continued)

2. CONTRIBUTORY EMPLOYEE INSURANCE

To become insured, Employee must first submit a written request for coverage to Shenandoah Life and authorize payroll deductions for the Employee contribution. The request must be submitted by Employer to Shenandoah Life at its Home Office within [15] days of the Effective Date of the coverage [or during an Open Enrollment period or a Section 125 Plan election period].

An Employee in an Eligible Class who submits a request for coverage will become insured under this Policy at 12:01 a.m. at the main office of the Employer on whichever of the dates shown below applies, provided Employee is Actively at Work on the initial date insurance is to take effect.

- a. If Employee's request for coverage is received at the Home Office on or before the Employee's Eligibility Date, the Employee's coverage will take effect on the Employee's Eligibility Date.
- b. If Employee's request for coverage is received in the Home Office no more than [31] days after the Employee's Eligibility Date [or during an Open Enrollment period or a Section 125 Plan election period], Employee's coverage will take effect on the date on which Employee's request for coverage is received in the Home Office.
- c. If Employee's request for coverage is received in the Home Office more than [31] days after Employee's Eligibility Date [and not during an Open Enrollment period or a Section 125 Plan election period], Employee's coverage will take effect on the date on which Employee's request for coverage is received in the Home Office. However, Employee will be considered to be a Late Entrant and benefits will be subject to the Waiting Periods applicable to Late Entrants, as set forth in the Schedule of Benefits.

If Employee is not Actively at Work on the date his initial coverage is scheduled to take effect, or on the date any change in benefits is scheduled to take effect, coverage will not take effect until the day Employee returns to Active Work.

3. NON-CONTRIBUTORY DEPENDENT INSURANCE

Employee must be insured for Employee Insurance in order for Employee's Spouse and/or Dependent Child to become insured.

To insure Spouse and/or a Dependent Child, Employee must first submit a written request for coverage to Shenandoah Life. The request for coverage must be submitted by Employer to Shenandoah Life at its Home Office within 15 days of the Effective Date of the coverage.

- a. If Employee is in a class which is eligible for Dependent Insurance and Employee has an eligible Spouse and/or Dependent Child at the time his Employee Insurance becomes effective and Employee has submitted a written request for Dependent Insurance, then Employee's Spouse and/or Dependent Child will become insured under this Policy on the same date Employee's Insurance is effective.
- b. If Employee is in a class which is eligible for Dependent Insurance and Employee does not have an eligible Spouse and/or Dependent Child at the time Employee insurance becomes effective:
 - 1) A Spouse will be automatically covered on the date of marriage. In the event notice of marriage and premium is not received within 31 days of marriage, the Spouse will be considered a Late Entrant and benefits will be subject to the Waiting Periods applicable to Late Entrants, as set forth in the Schedule of Benefits.

SECTION III. - ELIGIBILITY FOR COVERAGE; EFFECTIVE DATE

(Continued)

- 2) A newborn child of an Employee will be automatically covered for 90 days after birth. To continue coverage after this 90 day period, notice of the birth must be received by Shenandoah Life within the 90 day period. Such coverage shall terminate [24] months after the birth of the child unless premium is received for coverage of such child thereafter. In the event premium is not received within 90 days of termination and coverage is requested for the child at a later date, the Dependent Child will become a Late Entrant and benefits will be subject to the Waiting Periods applicable to Late Entrants, as set forth in the Schedule of Benefits.
- 3) An adopted child of an Employee will be automatically covered for 60 days after adoption placement. To continue coverage after this 60 day period, notice of placement must be received by Shenandoah Life within the 60 day period. Such coverage shall terminate at the later of: (i) 60 days following the adoption placement; or (ii) the child's [second] birthday unless premium is received for coverage of such child thereafter. In the event premium is not received within 60 days of termination and coverage is requested for the child at a later date, the Dependent Child will become a Late Entrant and benefits will be subject to the Waiting Periods applicable to Late Entrants, as set forth in the Schedule of Benefits.

4. CONTRIBUTORY DEPENDENT INSURANCE

Employee must be insured for Employee Insurance in order for Employee's Spouse and/or Dependent Child to become insured.

To insure Spouse and/or Dependent Child, Employee must first submit a written request for coverage to Shenandoah Life and authorize payroll deductions for the Employee contribution. The request must be submitted by Employer to Shenandoah Life at its Home Office within [15] days of the Effective Date of the coverage.

If Employee is in a class which is eligible for Dependent Insurance and Employee has submitted a written request for Dependent Insurance, Employee's Spouse and/or Dependent Child will become insured under this Policy at 12:01 a.m. at the main office of the Employer on whichever of the dates shown below applies:

- a. With respect to an Employee who has an eligible Spouse and/or Dependent Child at the time Employee Insurance becomes effective:
 - 1) If the request for Dependent Insurance is received in the Home Office on or before the Spouse and/or Dependent Child initial Eligibility Date, the Dependent Insurance will take effect on Spouse and/or Dependent Child Eligibility Date.
 - 2) If the request for Dependent Insurance is received in the Home Office no more than [31] days after Spouse and/or Dependent Child initial Eligibility Date [or during an Open Enrollment period or a Section 125 Plan election period], the Dependent Insurance will take effect on the date on which the request is received in the Home Office.
 - 3) If the request for Dependent Insurance is received in the Home Office more than [31] days after the Spouse's and/or Dependent Child's initial Eligibility Date [and not during an Open Enrollment period or a Section 125 Plan election period], the Dependent Insurance will take effect on the date on which the request for coverage is received in the Home Office. However, the Spouse and/or Dependent Child will become a Late Entrant and benefits will be subject to the Waiting Periods applicable to Late Entrants, as set forth in the Schedule of Benefits.

SECTION III. - ELIGIBILITY FOR COVERAGE; EFFECTIVE DATE

(Continued)

- b. With respect to an Employee who does not have an eligible Spouse and/or Dependent Child at the time Employee insurance becomes effective:
- 1) If the request for coverage for Dependent Insurance is received in the Home Office no more than [31] days after Employee acquires the Spouse and/or Dependent Child [or during an Open Enrollment period or a Section 125 Plan election period], the Dependent Insurance will take effect on the date on which the request for coverage is received in the Home Office.
 - 2) If the request for coverage for Dependent Insurance is received in the Home Office more than [31] days after Employee acquires the Spouse and/or Dependent Child [and not during an Open Enrollment period or a Section 125 Plan election period], the Dependent Insurance will take effect on the date on which the enrollment card is received in the Home Office. However, the Spouse and/or Dependent Child will become a Late Entrant and benefits will be subject to the Waiting Periods applicable to Late Entrants, as set forth in the Schedule of Benefits.
 - 3) A newborn child of an Employee will be automatically covered for 90 days after birth. To continue coverage after this 90 day period, notice of the birth must be received by Shenandoah Life within the 90 day period. Such coverage shall terminate [24] months after the birth of the child unless premium is received for coverage of such child thereafter. In the event premium is not received within 90 days of termination and coverage is requested for the child at a later date as provided for in paragraph 2 above, the Dependent Child will become a Late Entrant and benefits will be subject to the Waiting Periods applicable to Late Entrants, as set forth in the Schedule of Benefits.
 - 4) An adopted child of an Employee will be automatically covered for 60 days after adoption placement. To continue coverage after this 60 day period, notice of placement must be received by Shenandoah Life within the 60 day period. Such coverage shall terminate at the later of: (i) 60 days following the adoption placement; or (ii) the child's [second] birthday unless premium is received for coverage of such child thereafter. In the event premium is not received within 60 days of termination and coverage is requested for the child at a later date as provided for in paragraph 2 above, the Dependent Child will become a Late Entrant and benefits will be subject to the Waiting Periods applicable to Late Entrants, as set forth in the Schedule of Benefits.

[C. ELIGIBILITY FOR COVERAGE

Any Employee who elects not to obtain coverage for himself or his Spouse and/or Dependent Child under this Policy within 31 days of his initial Eligibility Date shall be eligible to apply for coverage only during a Period of Open Enrollment. Any such coverage shall be subject to all of the foregoing requirements. Employees and their Spouse and/or Dependent Child requesting coverage under this provision shall be subject to all applicable Waiting Periods regardless of whether the Special Provisions of Section XIV. would otherwise apply.

This program of insurance coverage is provided as part of the Policyholder's Section 125 Plan. Each Employee has the option under the Section 125 Plan of participating or not participating in this program.

If an Employee does not elect to participate when initially eligible, the Employee may elect to participate during the Policyholder's election period. An Employee who elects to participate during an election period will become eligible for coverage on the effective date identified in the Policyholder's Section 125 Plan and shall not be subject to the Late Entrant Limitations provision contained herein.

An Employee may change his election option only during an election period, except for a change in family status. Such events would be marriage, divorce, birth of a child, death of a spouse or child, or termination of employment of a spouse.]

SECTION IV. - TERMINATION OF COVERAGE

A. EMPLOYEE

Employee's coverage under this Policy will terminate at 11:59 p.m. at the main office of the Employer on the last day of the Insurance Month following the earliest date shown below:

1. The date on which Employee ceases to be Actively at Work as an Employee;
2. The date on which Employee ceases to be a member of an Eligible Class;
3. The date on which this Policy is amended to terminate the coverage for the class of Employees to which Employee belongs;
4. The date on which this Policy is no longer in force;
5. The date on which Employee requests, in writing, to have his coverage terminated;
6. The last day of the period for which a required Premium payment is made to Shenandoah Life by the Employer if the next required Premium payment is not made;
7. In the case of Contributory Employee Insurance, the last day of the period for which Employee is required to make a contribution, if Employee fails to make the next required contribution;
8. if Employee is absent from work due to a temporary lay-off or due to a non-FMLA leave of absence, the earlier of:
 - a. The date that is stated in a written notice from the Employer that the Employee's coverage is to be terminated; or
 - b. The last day of the month in which Employee's absence from work began[;]
- [9. The date on which Employee goes on strike or is locked-out. This will not apply if:
 - a. There is a written agreement between the Policyholder and Shenandoah that all Employees will continue to be insured during a strike or lock-out; or
 - b. There are applicable statutes or regulations which require the continuation of insurance during a strike or lock-out;]
- [10. On the day before the Employee enters active service in the Armed Forces of any country, including the national guard, army, air force, navy or marine services.]

If one of the above-described events occurs, Shenandoah must receive written notice of such event at its Home Office within 31 days. Failure to give Shenandoah written notice within such 31 day period will not continue Employee's coverage in force beyond the time it would otherwise have been terminated as described above.

B. DEPENDENT INSURANCE

Dependent Insurance under this Policy will terminate at 11:59 p.m. at the main office of the Employer on the last day of the Insurance Month following the earliest date shown below:

1. The date on which all insurance under this Policy ends;
2. The date on which this Policy is changed to end Dependent Insurance for the class of Employees to which Employee belongs;
3. The date on which a Spouse [and/or Dependent Child] ceases to be a Spouse [and/or Dependent Child] as defined in this Policy;
- [4. The end of the [Calendar][Policy] Year after the date on which the Dependent Child ceases to be a Dependent Child as defined in this Policy;]

SECTION IV. - TERMINATION OF COVERAGE

(Continued)

5. The last day of a period for which a required Premium payment for the cost of the Dependent Insurance is made to Shenandoah Life by the Employer, if the next required Premium payment is not made;
6. In the case of Contributory Dependent Insurance, the last day of a period for which Employee makes a required contribution for the cost of the Dependent Insurance, if Employee fails to make the next required contribution;
7. The date on which Employee coverage under the Policy terminates;
8. The date on which Employee requests, in writing, to terminate Dependent Insurance;
9. The date on which the Spouse and/or Dependent Child becomes eligible to be insured under this plan as an Employee, except for a Spouse covered as a Spouse and/or Dependent Child pursuant to Section III.A.1.;
10. On the day before the Spouse and/or Dependent Child enters active service in the Armed Forces of any country, including the national guard, army, air force, navy or marine services.

If one of the above-described events occurs, Employee must provide written notice to Shenandoah Life at its Home Office within 31 days of such occurrence. Failure to give Shenandoah Life such notice will not continue the Dependent Insurance in force beyond the time it would otherwise have terminated as described above.

C. CONTINUATION OF COVERAGE FOR INCAPACITATED CHILDREN

Notwithstanding the foregoing, Employee may continue Dependent Insurance for an unmarried child who is older than the limiting age in the definition of Dependent Child if such child is incapable of self-sustaining employment by reason of mental incapacity or physical handicap. The Dependent Child must be chiefly dependent on the Employee for support and maintenance. To obtain the continuation, Employee must submit proof of the Dependent Child's incapacity to Shenandoah Life. From then on, Employee must submit proof to Shenandoah Life each year that such incapacity continues without interruption.

These extended benefits will terminate on the earliest date on which one of the following events occurs:

1. The Dependent Child marries;
2. The Dependent Child becomes employed full time by any employer;
3. The Dependent Child ceases to be incapacitated;
4. The Dependent Child ceases to be chiefly dependent upon Employee for support and maintenance;
5. Employee's Dependent Insurance terminates for any reason;
6. Employee fails to provide any required proof of the incapacity;
7. Employee refuses to allow Shenandoah Life or its duly authorized representative to examine Dependent Child.

SECTION V. - TERMINATION OF POLICY

A. TERMINATION BY THE POLICYHOLDER

The Policyholder has the right to terminate this Policy on any Premium Due Date. Written notice of termination must be given to Shenandoah Life at least 31 days before the date this Policy is to end. Termination will not become effective during any premium period for which a Premium has been paid to Shenandoah Life.

B. TERMINATION BY SHENANDOAH LIFE

This Policy may be renewed on the Policy Anniversary. Continuance of the insurance will be conditioned upon payment of Premiums at rates determined by Shenandoah Life. Shenandoah Life reserves the right to terminate this Policy on any Premium Due Date if the number of insured Employees is less than [10 or 75%] of the eligible Employees [and [60%] of the eligible Spouse and/or Dependent Child(ren), if applicable]. Shenandoah Life further reserves the right to terminate this Policy on any Premium Due Date if the Policyholder fails to furnish promptly any information which Shenandoah Life may reasonably require or fails to perform any other obligations pertaining to this Policy.

Termination of this Policy by Shenandoah Life will be subject to the condition that Shenandoah Life gives written notice to the Policyholder at least 60 days prior to the date of termination unless the Policyholder and Shenandoah Life mutually agree otherwise.

This Policy shall terminate on the Premium Due Date following the date of any occurrence which results in the Policyholder not being an insurable group authorized under the statutes and/or regulations of the state of issue.

It is the responsibility of the Policyholder to notify all Insured Employees of the termination of coverage. However, coverage will be terminated regardless of whether the notice is given.

C. EFFECT OF TERMINATION

If this Policy terminates, the Policyholder will be liable to Shenandoah Life for all unpaid Premiums for the period during which this Policy was in force. Termination of this Policy will be without prejudice to any claim originating prior to termination.

SECTION VI. - PREMIUMS

Continuance of coverage will be contingent upon payment of the premiums by the Employer to Shenandoah Life at its Home Office, in accordance with the following provisions:

1. the first premium is due on or before the Policy Date; and
2. subsequent premiums are due on the Premium Due Date specified in the Policy and on the corresponding date in each bimonthly, monthly, quarterly, semiannual, or annual premium period thereafter.

The premiums for coverage under this Policy will be based on the premium rates in effect for the benefits and terms of coverage provided.

For coverage of Employees other than those insured as of the Policy Date and for any increase in coverage of an Employee, the premium charge will commence on the Premium Due Date coincident with the date such coverage or increase in coverage is effective. Upon termination of coverage, the premium charge will cease on the Premium Due Date coincident with the date such termination is effective.

Premiums may be paid on a monthly, quarterly, semiannual, or annual basis as the Employer may elect, but without discount.

A grace period of 31 days is allowed for the payment of any premium after the payment of the initial premium. During the grace period, coverage under this Policy will remain in force unless the Employer has given Shenandoah Life notice that the coverage is to be terminated before the end of the grace period. If the premium is not paid before the end of the grace period, this Policy will terminate. The Employer is responsible for any premium due during the grace period.

This Policy may be renewed on the Policy Anniversary. Continuance of the insurance will be conditioned upon payment of premiums at rates determined by Shenandoah Life.

Shenandoah Life may adjust the premium rates at any time for reasons which may affect the risk assumed, on dates including but not limited to:

1. the date any of the Policy's terms are changed;
2. when a division, subsidiary, or affiliated company is added to or terminated from this Policy;
3. when the number of insured persons changes by [25]% or more; or
4. when the geographic location of more than [25]% of the insured persons shifts from the originally insured location.

SECTION VII. - BENEFITS

A. TYPES OF COVERED SERVICES

For a complete list of Covered Services, see the Schedule of Covered Services set forth in Section XIII.

B. WAITING PERIODS FOR CERTAIN SERVICES

Benefits for specific procedures will not be available to Employees or their Spouse and/or Dependent Child during the Waiting Periods indicated in the Schedule of Benefits. These Waiting Periods apply individually to each Insured Person under this Policy.

C. PARTICIPATING PROVIDER BENEFIT

[An Insured Person may choose any Dentist for services. However, the out-of pocket costs to the Insured Person may vary depending upon whether or not the Dentist is a Participating Provider. If a Participating Provider performs the Covered Services, the Insured Person's out-of pocket costs may be limited. Participating Providers agree by contract to accept the Negotiated Fee as payment in full for Covered Services.]

[In order to receive Benefits under this Policy, the Covered Services must be performed by a Participating Provider. The only time a Benefit for Covered Services performed by a Non-Participating Provider is in the event of a dental emergency. A dental emergency for the purpose of this section is an acute condition which in the opinion of the Company, occurs suddenly, is unexpected, usually includes pain, swelling or bleeding and demands immediate professional dental services. Participating Providers agree by contract to accept the Negotiated Fee as payment in full for Covered Services.]

D. DEDUCTIBLE

[A full year's Deductible will be used in determining benefits. The exact Effective Date of this Policy will have no effect on the amount of the Deductible. [In the event [3] members of a covered Employee's family each incur Covered Dental Expenses which individually satisfy the per person Deductible in the same [Policy] Year, the Deductible will be waived for all other members of Employee's family for the remainder of that [Policy] Year and will not be subtracted from the Benefit payable.]]

[A Lifetime Deductible will be used in determining benefits. [In the event [3] members of a covered Employee's family each incur Covered Dental Expenses which individually satisfy the per person Deductible, the Deductible will be waived for all other members of Employee's family and will not be subtracted from the Benefit payable.]]

The Deductible paid by the Insured Person will apply to both the In-Network and Out-of-Network Deductible requirements.

E. ANNUAL MAXIMUM BENEFIT

The payment of Benefits under this Policy will be limited to the In-Network Annual Maximum Benefit indicated in the Schedule of Benefits. The In-Network Annual Maximum Benefit is inclusive of the Out-of-Network Annual Maximum Benefit; therefore, the difference between the Annual Maximum Benefit for In-Network services and the Annual Maximum Benefit for Out-of-Network services is available only for In-Network services. A full year's Annual Maximum Benefit will be utilized in determining benefits under this Policy, regardless of the amount of benefits which may have been paid during the same [Policy] Year by any prior plan.

F. PREDETERMINATION OF BENEFITS

Whenever the estimated cost of a recommended dental Treatment Plan exceeds [\$250], the Treatment Plan should be submitted to Shenandoah Life for its review before treatment begins. The Treatment Plan should be accompanied by supporting pre-operative X-rays and any other appropriate diagnostic materials as requested by Shenandoah Life or its dental consultants.

Shenandoah Life will notify the Insured Person and the attending Dentist of the benefits payable based upon the Treatment Plan. In determining the amount of benefits payable, consideration will be given to alternate procedures that may accomplish a professionally satisfactory result. If the Insured Person and his Dentist decide on a more expensive method of treatment than that predetermined by Shenandoah Life or if the Insured Person fails to submit a Treatment Plan which exceeds [\$250] for predetermination, benefits will be limited to those allowed for the least expensive method of treatment and only up to the Policy liability for the least expensive method of treatment. The excess amount will not be paid by Shenandoah Life. THIS MAY RESULT IN SIGNIFICANT OUT-OF-POCKET EXPENSE TO THE INSURED PERSON.

SECTION VII. - BENEFITS

(Continued)

G. ALTERNATE BENEFITS

There is often more than one service or supply that can be used to treat a dental problem or disease. In determining the benefits payable on a claim, different materials and methods of treatment will be considered. The Covered Dental Expense will be limited to the Benefit available for the least costly service which meets broadly accepted standards of dental care as determined by Shenandoah Life. If the Insured Person and/or his Dentist decide on a more costly procedure or material than Shenandoah Life has determined to be satisfactory for the treatment of the condition, Shenandoah Life will pay a benefit toward the cost of the selected procedure or material; however, payment will be limited as indicated above and will be subject to any applicable Waiting Periods for the procedure actually performed and any Deductible or Coinsurance for the least costly treatment. The excess amount will not be paid by Shenandoah Life.

H. UNBUNDLING

When certain complicated dental procedures are performed, other less extensive procedures are performed at the same time, as component parts of the primary procedure. For benefit purposes under this Policy, these less extensive procedures are considered to be integral components of the primary procedure. Even if the Dentist bills separately for the primary procedure and each of its component parts, the total benefit payable for **all** related charges will be limited to the maximum benefit payable for the primary procedure.

I. BENEFITS AFTER TERMINATION OF INSURANCE

Benefits for Covered Services for which the Date Completed is after the Insured Person's termination date of coverage will be available if the Date Started for the Covered Services is prior to the termination date of coverage and if the Date Completed for the Covered Services is within 31 days of the termination date.

Benefits for treatment for which the Date Completed is after the termination date of the Insured Person's coverage will be available only if this Policy is in effect on the Date Completed.

J. PROGNOSIS

Benefits will only be considered for payment for those services which, in the opinion of Shenandoah Life, may reasonably be expected to successfully correct the Insured Person's dental condition for a period of at least 3 years.

K. BENEFITS FOR TEMPORARY SERVICES

Temporary dental services will be considered an integral part of the final dental service rather than as a separate service. The combined benefit payable for a temporary service and the final dental service shall be limited to the maximum benefit payable for the final dental service.

L. TIME OF PAYMENT

All benefits under this Policy will be paid promptly as they become payable. However, no benefits will be paid until the required proof of loss has been submitted to Shenandoah Life for covered expenses incurred during a period of time for which the Premium has been paid.

SECTION VIII. - CLAIMS

A. NOTICE OF CLAIM

Within 20 days of, or as soon as reasonably possible after, the Date Completed for each Covered Service under this Policy, Shenandoah Life must receive a written notice of claim for benefits. Such notice must be sent by the Employee or his authorized representative to the Home Office stating the Policy number, the Employee's certificate number and the identity of the Insured Person who received the service. Upon receipt of such Notice, Shenandoah shall send the Employee a Dental Claim Form within 15 days.

Notice of Claim is not required in the event the Employee or his authorized representative timely files a Dental Claim Form with Shenandoah in accordance with the following provisions. Participating Providers will complete and send claims directly to the Company for processing.

B. DENTAL CLAIM FORM

A completed Dental Claim Form must be submitted to Shenandoah Life at its Home Office within 90 days of the Date Completed for each Covered Service. In addition to the completed Dental Claim Form, Employee must also submit the actual itemized bills for such service if charges are not itemized on the Dental Claim Form. Shenandoah Life shall also have the right to require such additional information as it deems necessary to aid in the determination of benefits payable under this Policy. The additional information required shall include, but not be limited to, the following:

1. A complete dental charting showing extractions, missing teeth, fillings, prostheses, periodontal pocket depths, orthodontic relationships, and the date of any work previously performed.
2. An itemized bill for all dental care.
3. Pre-operative X-rays, study models, laboratory and/or hospital reports.
4. An oral examination of the Insured Person by a Dentist designated by and at Shenandoah Life's expense.

With the exception of an oral examination required by Shenandoah Life, any additional cost associated with providing satisfactory proof of loss is the responsibility of the Insured Person.

C. CLAIMS TIMELINESS

A claim must be submitted to Shenandoah Life within 90 days of the Date Completed. However, if an Employee's coverage terminates for any reason, all claims must be submitted to Shenandoah Life within 90 days of the termination date.

A claim will not be invalidated or reduced if it is shown that the claim was submitted as soon as reasonably possible. In no event, however, will a claim be accepted later than one year after the Date Completed unless the Employee had no legal capacity to file the claim. If there is unreasonable delay in submitting the claim, the claim will be invalid.

SECTION VIII. - CLAIMS

(Continued)

D. APPEAL OF ADVERSE BENEFIT DETERMINATION

Employee will be sent a written notice of any adverse benefit determination. This written notice will:

1. give the specific reason(s) for the adverse determination;
2. make specific reference to the Policy provisions on which the adverse determination is based;
3. provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary;
4. provide an explanation of the claim review procedures and the time limits applicable to such procedures;
5. contain a statement of any internal rule, guideline, protocol or other similar criteria that was relied upon in making the adverse determination, and that a copy will be provided free of charge upon request; and
6. provide an explanation of any scientific or clinical judgment for the adverse determination if it was based on medical necessity or experimental treatment, and that a copy will be provided free of charge upon request.

On any denied claim, Employee or his authorized representative may, within 180 days, appeal to Shenandoah Life for a full and fair review of the claim.

E. FRAUDULENT CLAIM SUBMISSION

If any Insured Person or his authorized representative knowingly submits or participates in the submission of a claim for benefits which contains false or misleading information that would have the effect of increasing the benefit payable under this Policy, Shenandoah Life shall have a right to revoke that Insured Person's certificate of insurance retroactive to the date of the submission of the claim, without prejudicing any other right or remedy which might later be available under law.

SECTION IX. - GENERAL PROVISIONS

A. INDIVIDUAL CERTIFICATE

Shenandoah Life will provide to the Policyholder an Individual Certificate for each Employee insured under this Policy. The Certificate summarizes the benefits provided by this Policy. We shall send the certificate, riders and revisions, if any, to the Policyholder. The Policyholder is responsible for the timely delivery of such certificate, riders and any revisions to each insured Employee.

B. INCONTESTABILITY

Shenandoah Life cannot contest the validity of this Policy as to any Insured Person's coverage which has been in force under this Policy for 2 years during the lifetime of that Insured Person, except for fraud or nonpayment of Premium. No statement made by any Insured Person will be used in contesting the validity of the insurance with respect to which such statement was made unless it is contained in a written statement signed by him.

C. ASSIGNABILITY

The insurance provided under this Policy is not assignable. However, the Employee may assign any benefit payable under this Policy for dental treatment to the Dentist who provided the treatment.

D. MISSTATEMENTS

If any relevant fact as to a Person to whom this insurance relates is found to have been misstated, the true facts will be used to determine whether the insurance is in force under this Policy and in what amount. If the error has an effect on the Premium Rate, an adjustment of the Premium due will be made.

E. CLERICAL ERROR

A clerical error in record keeping will not invalidate insurance otherwise validly in force nor continue insurance otherwise validly terminated. Upon discovery of such error, a fair adjustment of Premium will be made.

F. ENTIRE CONTRACT; STATEMENTS

This Policy and the Group Application form the entire contract of the parties. A copy of the Group Application shall be attached to this Policy at issue.

All statements, in the absence of fraud, made by the Policyholder or by any Insured Person will be deemed representations and not warranties. No statement made by any Insured Person will be used in any contest or in defense of a claim unless a copy of the instrument containing the statement is or has been furnished to the Person making the statement, or to his beneficiary or personal representative.

G. SUBSEQUENT EMPLOYEES

Eligible Subsequent Employees may be added periodically to this Policy in accordance with the terms herein.

SECTION IX. - GENERAL PROVISIONS

(Continued)

H. CHANGES IN THE POLICY

The terms of this Policy and the coverage provided under it may be amended or changed at any time by written agreement between the Policyholder and Shenandoah Life. Changes to this Policy are subject to the laws of the state in which it is delivered. Only an Officer of Shenandoah Life has the authority to change, modify or waive the provisions of this Policy, and then only in writing and approved by the President, Secretary, Vice President or Assistant Secretary. Shenandoah Life will not be bound by any promise or representation heretofore or hereafter made by or to any agent or person other than as specified in this paragraph.

In the event this Policy is amended by changes which affect the description of the essential features of the insurance under this Policy, an amendment or revised Certificate reflecting such changes will be issued to the Policyholder for delivery to the Insured Employees.

I. DISCRETIONARY AUTHORITY

In making any benefits determination under this Policy, Shenandoah Life will have the discretionary authority both to determine an Insured Person's eligibility for benefits and to construe the terms of this Policy.

J. CONFORMITY WITH STATE STATUTES

Any provision of this Policy which, on the Policy Effective Date, is in conflict with the laws of the state in which it was delivered, is amended to conform to the minimum requirements of such laws.

K. LEGAL ACTIONS

No action in law or in equity will be brought to recover under this Policy prior to 60 days after proof of loss has been provided to Shenandoah Life, nor will such action be brought at all unless brought within 3 years from the expiration of the time within which proof of loss is required.

L. TIME LIMITATIONS

If any time limitation of this Policy with respect to giving notice of claim, furnishing proof of loss, or bringing an action in law or in equity is less than that permitted by the law of the state in which the Employee resides at the time this Policy is issued, such limitation is hereby extended to agree with the minimum permitted by such law.

M. NON-WAIVER OF POLICY PROVISIONS

Shenandoah Life's failure to enforce Policy provisions will not waive, modify, or void the Policy provisions for any future occurrence.

N. CLAIMS EXPERIENCE RECORD

Within 30 days of a request, Shenandoah Life shall provide the Policyholder a complete record of the Policyholder's claims experience incurred under this Policy. This record shall include all claims incurred for the lesser of:

1. the period of time since this Policy was issued or issued for delivery, or
2. the period of time since this Policy was last renewed, reissued or extended.

SECTION X. - DUPLICATE COVERAGE AND COORDINATION OF BENEFITS

A. DEFINITIONS

The following definitions apply only to this Section X.

1. **ALLOWABLE EXPENSE** means any necessary, reasonable and customary expense, which is at least partly covered under at least one of the Plans covering the Insured Person. When a Plan provides Benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered during the Claim Period will be considered an Allowable Expense.
2. **BENEFIT** means any amount paid or service provided to the Insured Person in accordance with the provisions of this Policy or any Other Plan.
3. **OTHER PLAN or PLAN** means any of the following plans which provide full or partial benefits or services for hospital, surgical, or dental care or treatment: (a) group insurance coverage; (b) group service plan contract, group practice, group individual practice and other group prepayment coverages; and (c) group coverage under labor-management trusted plans, union welfare plans, employer organization plans, employee benefit organization plans or self-insured employee benefit plans. The term Other Plan refers separately to each agreement, policy, contract or other arrangement which reserves the right to take the services and benefits of Other Plans into consideration in determining its benefits.

Other Plan does not include Medicaid or any other government program or coverage which is not allowed to be coordinated by law. Plan also does not include blanket school accident-type coverage.

4. **PRIMARY PLAN** means that Plan whose Benefits are determined before those of the Other Plan and without considering the Other Plan's benefits. When there are two or more Plans covering the Insured, one Plan is considered Primary as to one or more Other Plans.
5. **SECONDARY PLAN** means that Plan or Plans whose benefits are considered for payment in relationship to the Primary Plan and any other Secondary Plans and the Allowable Expense for a covered service.

B. ORDER OF BENEFITS DETERMINATION

This provision applies in determining the benefits of an Insured Person under this Plan when the Insured Person is covered under more than one Plan.

1. If a Plan has no Coordination of Benefits provision it is considered Primary and is to pay benefits before a Plan that contains such provision.
2. A Plan that covers a person other than as a dependent is a Primary Plan to any Plan(s) that covers a person as a dependent.
3. Except for dependent children of parents who are separated or divorced, a Plan that covers a child as a dependent of a person whose birthday falls earliest in the calendar year is considered to pay its benefits before that of a Plan that covers that person as a dependent of a person whose birth date occurs later in a calendar year. If both parents have the same birthday, the benefits of the Plan which covered one parent longer is considered to pay its benefits first. If either Plan does not contain the rule of this paragraph 3, such rule will not apply and the rule contained in the Plan which does not have the rule will determine the order of benefits.

SECTION X. - DUPLICATE COVERAGE AND COORDINATION OF BENEFITS

(Continued)

4. For dependent children of parents who are divorced or separated;
 - a. if the parent with physical custody of that child has not remarried, a Plan that covers the child as a dependent of that parent is considered to pay its benefits before a Plan that covers that child as a dependent of the parent without physical custody;
 - b. if the parent with physical custody of the child has remarried:
 - 1) a Plan that covers that child as a dependent of that parent is considered to pay its benefits before a Plan that covers that child as a dependent of the stepparent;
 - 2) a Plan that covers that child as a dependent of the stepparent is considered to pay its benefits before a Plan that covers that child as a dependent of the parent without physical custody;
 - c. notwithstanding the foregoing, if there is a court decree that sets responsibility for that child's health care, a Plan that covers that child as a dependent of the parent with such responsibility is considered to pay its benefits before any other Plan that covers that child as a dependent;
 - d. notwithstanding the provisions of subsections a. and b. above, if there is court decree stating that the parents shall share joint physical custody and the decree does not specifically state which parent is responsible for the health care expenses of the child the order of determination set forth in paragraph 3, above, shall apply.
5. If none of the above applies, then the Plan which has covered the Insured Person longer will pay first. However, a Plan covering the Insured Person as a laid off or retired Employee, or a dependent of such an Employee, will pay after a Plan covering an Insured Person on some other basis.

C. RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION

When Benefits are claimed under this Plan, the Insured Person must give Shenandoah Life information about other coverages which may be used to apply this provision. Shenandoah Life has the right to release to, or obtain from, an organization or person the information needed to apply this provision.

D. FACILITY OF PAYMENT

Shenandoah Life has the right to pay to an organization the amounts needed to meet the intent of this provision. Any Benefits paid to such an organization under this provision will fully discharge Shenandoah Life from all further liability to the extent of the Benefits paid.

E. RIGHT OF RECOVERY

If payments are made by Shenandoah Life under this Plan which should have been made by another Plan, Shenandoah Life has the right to collect such excess from the person to or for whom the benefits were made, another insurance company, or any other organization.

F. MAXIMUM PAYMENT

In no event will the Insured Person be entitled to receive benefits for a Covered Service from Shenandoah Life, which when combined with payments made by Other Plans exceeds the Allowable Expense for such Covered Service.

SECTION XI. - LIMITED CONTINUATION OF COVERAGE

The following provisions are added to this Policy to comply with the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended. These provisions apply when Dental Insurance is provided by an Employer with 20 or more Employees (as defined by COBRA). Any further changes made to the COBRA continuation requirements will automatically apply to these continuation provisions.

If an Employee or dependent becomes ineligible for coverage under this Policy as a result of a Qualifying Event shown below, while this Policy is in force, this insurance may be continued in accordance with the following provisions.

A. QUALIFYING EVENTS

Qualifying Events include the following events, which would otherwise result in loss of coverage under this Policy:

1. the Employee's death;
2. termination of the Employee's employment (except for gross misconduct) or a reduction of his hours below the minimum for eligibility;
3. the Employee's divorce or legal separation;
4. the Employee becoming eligible for benefits under Medicare; or
5. a Dependent Child ceasing to be eligible under the terms of this Policy.

B. MAXIMUM PERIOD OF CONTINUED COVERAGE

1. The Maximum Period of Continued Coverage for the Employee and his dependents as a result of the Employee's termination of employment or reduction of hours is 18 months from the date of such event. The following exceptions apply to the 18 month period;
 - a. If an Employee is disabled (as defined by Title II or XVI of the Social Security Act) when his employment terminates, and he is covered for Social Security Disability Income benefits, the Maximum Period of Continued Coverage for that Employee and his dependents will be 29 months from the date the employment terminates. The Employee must send Shenandoah Life a copy of the Social Security office's letter within 60 days after the date of the disability determination (and before the 18 month period of continued coverage expires). The Employee must also send the Company a copy of the Social Security office's letter within 30 days after they determine that the Employee is no longer disabled.
 - b. If the Employee's dependent has a subsequent Qualifying Event occur during the 18 month period of continued coverage, that dependent's coverage may be extended. The maximum period of that dependent's continued coverage as a result of such subsequent Qualifying Event will be 36 months from the date of the Employee's termination of employment or reduction of hours.
2. The Maximum Period of Continued Coverage for an Employee's dependents as a result of any Qualifying Event (other than Employee's termination of employment or reduction in hours) is 36 months from the date of the Qualifying Event. If a subsequent Qualifying Event occurs during the 36 month period of continued coverage, coverage will not be extended beyond the end of the 36 months.

SECTION XI. - LIMITED CONTINUATION OF COVERAGE

(Continued)

C. ELECTION OF CONTINUATION

1. It is the responsibility of the Employee or dependent to notify the Policyholder of the occurrence of a Qualifying Event other than termination of employment or reduction in hours within 60 days of such event.
2. It is the responsibility of the Employer to provide the individual qualified to continue coverage, written notice of his right to continue coverage under this Section. Such notice shall also contain the amount of the monthly premium the individual must pay to continue such coverage and the time and manner in which such monthly payments must be made.
3. To continue coverage under this Policy, the Employee or his dependents must notify the Employer of his election within 60 days of the latest of:
 - a. the date of the Qualifying Event;
 - b. the date of the loss of coverage; or
 - c. the date the Employer sends notice of the right to continue coverage.
4. Payment for the cost of insurance for the period preceding the election must be made to the Employer within 45 days after the date of such election. Subsequent payments are to be made to the Employer in the manner described by the Employer in the notice. The Employer will remit all payments to Shenandoah Life.

D. TERMINATION OF CONTINUED COVERAGE

Continued coverage will end at the earliest of the following dates:

1. the end of the maximum period of continued coverage set forth in subsection B. above;
2. the date on which the Employer ceases to provide any group dental plan;
3. if an Employee or dependent fails to make a premium payment when due, the last day of the period of coverage for which premiums have been paid;
4. the date on which the Employee or dependent becomes covered under any other group dental plan or becomes eligible for benefits under Medicare.

SECTION XII. - EXCLUSIONS

Covered Dental Expenses do not include and no benefits shall be payable under this Policy for:

1. Procedures which are not included in the Schedule of Covered Services; which are not Necessary; which do not have uniform professional endorsement, or are experimental or investigational in nature; or for which a charge would not have been made in the absence of insurance.
2. Any procedure, service, supply or appliance which may not reasonably be expected to successfully correct the Person's dental condition for a period of at least 3 years, as determined by Shenandoah Life.
3. Crowns, inlays, cast restorations, or other laboratory prepared restorations on teeth which may be restored with an amalgam or composite resin filling.
4. Crowns, inlays, cast restorations or other laboratory prepared restorations required primarily to restore teeth damaged by attrition, abrasion or erosion.
5. Any procedure, service, supply or appliance used primarily for the purpose of splinting.
6. Any procedure, service, supply or appliance, the sole or primary purpose of which relates to the change or maintenance of vertical dimension; the alteration or restoration of occlusion; bite registration; or bite analysis.
7. Any procedure, service, or supply provided primarily for cosmetic purposes. Facings on crowns or bridge units on molar teeth shall always be considered cosmetic.
8. The initial placement of a full denture or partial denture unless it includes the replacement of a Functioning Natural Tooth extracted while the Person is insured under this Policy.
9. The initial placement of an endosteal implant or fixed bridge including a resin bonded bridge, unless it includes the replacement of a Functioning Natural Tooth extracted while the Person is insured under this Policy, provided that tooth was not an abutment to an existing partial denture that is less than [5] years old or to an existing fixed bridge which is less than [7] years old ([5] years for a resin bonded bridge). If a single bridge replaces a tooth that was missing on the date that the Person's insurance became effective in addition to a tooth that was extracted on or after the Person's Effective Date, benefits are payable only for the replacement of the tooth (teeth) which was extracted while the Person was insured under this Policy.
10. Replacement of a partial denture, full denture, endosteal implant or fixed bridge (including a resin bonded bridge) or the addition of teeth to a partial denture unless:
 - a. Replacement occurs at least [5] years after the initial date of insertion of the current full or partial denture or resin bonded bridge; or
 - b. Replacement occurs at least [7] years after the initial date of insertion of an existing implant or fixed bridge; or
 - c. The replacement prosthesis or the addition of a tooth to a partial denture is required by the Necessary extraction of a Functioning Natural Tooth while the Person is insured under this Policy.
11. Replacement of a partial or full denture which can be restored to function.
12. Replacement of a crown, cast restoration, inlay, onlay or other laboratory prepared restoration unless [[7] years have passed since initial insertion date and] necessitated by major decay or fracture of the underlying natural tooth.
13. The replacement of teeth beyond the normal complement of 32.
14. Charges for sterilization of equipment, use of latex gloves or other barriers, disposal of medical waste or other requirements mandated by OSHA or other regulatory agencies.

SECTION XII. - EXCLUSIONS

(Continued)

15. Athletic mouth guards, duplication of x-rays, myofunctional therapy, precision or semi-precision attachments, denture duplication, oral hygiene instruction, separate charges for acid etch, broken appointments, treatment of jaw fractures, orthognathic surgery, completion of claim forms, exams required by a third party, personal supplies (e.g. water pik, toothbrush, floss holder, etc.), or replacement of lost or stolen appliances.
16. Charges for travel time, transportation costs or professional advice given on the telephone.
17. The replacement of an existing partial denture with fixed bridgework unless upgrading to fixed bridgework is essential to the correction of the insured's dental condition.
18. Orthodontic treatment unless the Policy includes an Orthodontic Expense Rider.
19. Procedures that are a covered expense under any other plan established by the Policyholder which provides group hospital, surgical, or medical benefits whether or not on an insured basis.
20. Procedures performed by a Dentist who is a member of the insured's family. Insured's family is limited to a spouse, siblings, parents, children, grandparents, and the spouse's siblings and parents.
21. Any charges including ancillary charges, made by a hospital, ambulatory surgical center or similar facility.
22. Any procedure, service, or supply required directly or indirectly to diagnose or treat a muscular, neural, or skeletal disorder, dysfunction or disease of the temporomandibular joints or their associated structures.
23. Any charge for any treatment performed outside of the United States [or Canada] other than for Emergency Treatment. Any benefits for Emergency Treatment which is performed outside of the United States [or Canada] will be limited to a maximum of \$[200] (U.S.) per year.
24. Any charges related to a dental condition arising out of or in the course of work for wage or profit if the Policyholder is required or has the option to provide Workers' Compensation coverage and does not.
25. Any charges related to a dental condition covered by a Workers' Compensation Act or similar legislation.
26. Any charges related to a dental condition resulting from a self-inflicted injury.
- [27. Any charges related to a dental condition resulting from war, or any act of war, declared or undeclared or active participation in a riot or insurrection.]
- [28. Any Covered Service performed by a Non-participating Provider.]

FORGIVENESS OF COINSURANCE AND/OR DEDUCTIBLE

If any Dentist deliberately does not collect or forgives Coinsurance or Deductibles from an Insured Person, Shenandoah Life will invoke Exclusion 1. above and decline to pay any benefits since the Insured Person will have been excused from his obligation to pay for the services.

SECTION XIII. - SCHEDULE OF COVERED SERVICES AND LIMITATIONS

The following is a complete list of those dental services which will be considered for payment by Shenandoah Life. These services must be Started while insured and Completed while insured or as provided in Section VII.H.

No payment will be made for any expense or any service not included in the list of Covered Dental Services. The services covered by this Policy have been placed in categories. A separate Coinsurance Rate, set forth in Section I., Schedule of Benefits, applies to each category and a Deductible applies as set forth in Section I., Schedule of Benefits, and Section VII., Benefits.

Benefits are payable for actual charges, up to the maximum allowed by the Policy, incurred by an Insured Person for Necessary Covered Services performed by a Dentist. Benefits are payable only for Covered Dental Expenses actually made for a Covered Service that has been Completed while insured and following any applicable Waiting Period. Upon receipt of proof that an Insured Person has incurred Covered Dental Expense, Shenandoah Life will determine benefits payable as follows:

IN-NETWORK BENEFITS

1. Determine the lesser of the Dentist's actual fee and the Negotiated Fee for each procedure (this is the Covered Dental Expense).
2. Total the above amounts separately for each category of Covered Dental Expenses.
3. Subtract the In-Network Deductible amount from the appropriate category. The Deductible will be applied to the claims in the order in which the claims are received by Shenandoah Life. If more than one claim is received on the same date, the Deductible will be applied in chronological order according to the order in which the claims are processed by Shenandoah Life.
4. Determine the In-Network Coinsurance Rate for each category of Covered Dental Expense.
5. Multiply the result obtained in step 3 above for each category of Covered Dental Expense by the appropriate Coinsurance Rate.
6. Total the results of step 5 above. Any payment is subject to the In-Network Annual Maximum Benefit and all other Policy provisions.

The Insured Person shall not be responsible for the difference between the Dentist's actual fee and the Negotiated Fee.

[OUT-OF-NETWORK BENEFITS

1. Determine the lesser of the Dentist's actual fee and the [Prevailing] [Negotiated] Fee for each procedure.
2. Total the above amounts separately for each category of Covered Dental Expenses.
3. Subtract the Out-of-Network Deductible amount from the appropriate category. The Deductible will be applied to the claims in the order in which the claims are received by Shenandoah Life. If more than one claim is received on the same date, the Deductible will be applied in chronological order according to the order in which the claims are processed by Shenandoah Life.
4. Determine the Out-of-Network Coinsurance Rate for each category of Covered Dental Expense.
5. Multiply the result obtained in step 3 above for each category of Covered Dental Expense by the appropriate Coinsurance Rate.
6. Total the results of step 5 above. Any payment is subject to the Out-of-Network Annual Maximum Benefit and all other Policy provisions.]

Under this Policy, Shenandoah Life will pay for certain Covered Services on a limited frequency. These limitations which apply to those Covered Services are indicated in the following Schedule of Covered Services.

SECTION XIII. - SCHEDULE OF COVERED SERVICES AND LIMITATIONS

(Continued)

[TYPE I - PREVENTIVE SERVICES]

| <u>Procedure</u> | <u>Limitation</u> |
|---------------------------------------|---|
| [Periodic/Limited] Oral Evaluation | Limited to [one time in any 6 consecutive month period.] The benefit for this procedure will be based on the amount payable for a periodic oral evaluation. |
| [Comprehensive Oral Evaluation | Limited to one time in any [24] consecutive month period. This procedure also counts towards the frequency limitation for periodic/limited oral evaluations.] |
| Bitewing Films | Limited to [one set in any 12 consecutive month period.] Limited to a maximum of [4] films per set. |
| Dental Prophylaxis | Limited to [one prophylaxis or periodontal maintenance procedure in any 6 consecutive month period.] |
| Topical Fluoride Treatment | Limited to [one time in any 12 consecutive month period. Limited to children under the age of 16.] |
| Sealants | Limited to one time per tooth in any [3 consecutive year period. Allowed only for unrestored permanent molar teeth for children under the age of 16.] |
| Space Maintainer | Limited to [children] under the age of [16]. Benefit includes all adjustments made within 6 months of installation. |
| Harmful Habit Appliance Therapy | Limited to one time per person. Limited to [children] under the age of [16]. |

TYPE I - DIAGNOSTIC SERVICES

| <u>Procedure</u> | <u>Limitation</u> |
|--|---|
| Complete Mouth Series and/or Panoramic Film | Limited to one occurrence of either procedure in any [60] consecutive month period. For benefit determination purposes, a full mouth series will be deemed to include bitewings and 10 or more periapical x-rays. |
| Intraoral Periapical Film | Limited to a maximum of 4 films, which are not a part of a full mouth series, in any [12 consecutive month period.] |
| Intraoral Occlusal Film | Limited to 2 films in any [12 consecutive month period.] |
| Extraoral Film | Limited to 2 films in any [12 consecutive month period.]] |

SECTION XIII. - SCHEDULE OF COVERED SERVICES AND LIMITATIONS

(Continued)

[TYPE II - BASIC RESTORATIVE

| <u>Procedure</u> | <u>Limitation</u> |
|--|--|
| Amalgam Restorations | Benefits for the replacement of an existing amalgam restoration are only payable if at least 24 months have passed since the existing amalgam was placed. |
| Resin-based Composite Restorations | Restorations which involve either the mesial or distal surface will be considered single surface restorations unless the incisal angle is also involved. Benefits for the replacement of an existing composite restoration are payable only if 24 months have passed since the existing filling was placed. [Benefits for composite resin restorations on posterior teeth will be based on the benefit for the corresponding amalgam restoration.] |
| Prefabricated Stainless Steel Crowns; Prefabricated Resin Crowns | Covered only when the tooth cannot be restored by a filling and then only one time in a [3] year period. Limited to children under the age of 16. Prefabricated Esthetic Coated Stainless Steel Crowns are covered for anterior primary teeth only. [In addition, these procedures are considered with Major Restorative services for persons age 16 and over.] |
| Sedative Filling | Not payable in addition to palliative treatment on the same date. |
| Pin Retention - Per Tooth, In Addition To Restoration | Covered only in conjunction with an amalgam or composite restoration. Payable one time per restoration regardless of the number of pins used. |

TYPE II - NON-SURGICAL EXTRACTIONS

| <u>Procedure</u> | <u>Limitation</u> |
|--------------------------|---|
| Non-Surgical Extractions | The benefit includes an allowance for local anesthesia and routine post-operative care. |

TYPE II - COMPLEX ORAL SURGERY

| <u>Procedure</u> | <u>Limitation</u> |
|--|--|
| Surgical Removal of Erupted Tooth | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Removal of Impacted Tooth | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Surgical Removal of Residual Tooth Roots | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Alveoloplasty | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Vestibuloplasty | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Incision and Drainage | The benefit includes an allowance for local anesthesia and routine post-operative care.] |

SECTION XIII. - SCHEDULE OF COVERED SERVICES AND LIMITATIONS

(Continued)

[TYPE II - COMPLEX ORAL SURGERY (Continued)]

| <u>Procedure</u> | <u>Limitation</u> |
|--|--|
| Oroantral Fistula Closure | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Tooth Reimplantation and/or Stabilization of Accidentally Evulsed or Displaced Tooth | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Surgical Access of an Unerupted Tooth | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Biopsy of Oral Tissue | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Surgical Excision of Soft Tissue Lesions | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Surgical Excision of Intra-Osseous Lesions | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Excision of Bone Tissue | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Removal of Foreign Body | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Maxillary Sinusotomy for Removal of Tooth Fragment or Foreign Body | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Frenulectomy/Frenuloplasty | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Excision of Hyperplastic Tissue - Per Arch | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Excision of Pericoronal Gingiva | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Deep Sedation/ General Anesthesia | Paid as a separate benefit [only when Medically Necessary, as determined by Shenandoah Life, and] when administered in conjunction with complex oral surgical procedures which are covered under this Policy. |
| Intravenous Conscious Sedation/Analgesia | Paid as a separate benefit [only when Medically Necessary, as determined by Shenandoah Life, and] when administered in conjunction with complex oral surgical procedures which are covered under this Policy.] |

SECTION XIII. - SCHEDULE OF COVERED SERVICES AND LIMITATIONS

(Continued)

[TYPE II - ENDODONTICS]

| <u>Procedure</u> | <u>Limitation</u> |
|--|---|
| Pulpotomy | Payable for deciduous teeth only. |
| Pulpal Therapy - Primary Teeth | Includes all pre-operative, operative and post-operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia and routine follow-up care. Payable once per tooth. |
| Anterior Root Canal; Bicuspid Root Canal; Molar Root Canal | Includes all pre-operative, operative and post operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia, and routine follow-up care. Payable once per tooth. |
| Endodontic Retreatment | Includes all pre-operative, operative and post operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia, and routine follow-up care. Coverage is limited to service dates more than [5] years after root canal therapy. Payable once per tooth. |
| Apexification/Recalcification Procedures | Includes all pre-operative, operative and post operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia, and routine follow-up care. A maximum of 3 visits per tooth payable. |
| Apicoectomy/Periradicular Surgery | Includes all pre-operative, operative and post operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia, and routine follow-up care. |
| Retrograde Filling (per root) | Includes all pre-operative, operative and post operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia, and routine follow-up care. |
| Root Amputation (per root) | Includes all pre-operative, operative and post operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia, and routine follow-up care. |
| Hemisection | Includes separation of a multi-rooted tooth into separate sections containing the root and the overlying portion of the crown. It may include the removal of one or more of those sections. Procedure includes local anesthesia and routine post-operative care. |

TYPE II - NON-SURGICAL PERIODONTICS

| <u>Procedure</u> | <u>Limitation</u> |
|---|---|
| Periodontal Scaling and Root Planing - Per Quadrant | Limited to one time per quadrant of the mouth in any [36] consecutive month period. |
| Periodontal Maintenance | Payable [only if at least 6 months have passed since the completion of active periodontal surgery. Only one periodontal maintenance procedure or adult prophylaxis is payable in any 6 consecutive month period.] This procedure includes an allowance for an exam and scaling and root planing. |
| Full Mouth Debridement | Limited to one time in any 36 consecutive month period. Payable only if no other procedure is rendered during same visit.] |

SECTION XIII. - SCHEDULE OF COVERED SERVICES AND LIMITATIONS

(Continued)

[TYPE II - SURGICAL PERIODONTICS]

| <u>Procedure</u> | <u>Limitation</u> |
|---|---|
| Gingivectomy or Gingivoplasty | Only one periodontal surgical procedure is covered per area of the mouth in any 36 consecutive month period. |
| Gingival Flap Procedure Including Root Planing | Only one periodontal surgical procedure is covered per area of the mouth in any 36 consecutive month period. |
| Clinical Crown Lengthening - Hard Tissue | None |
| Osseous Surgery | Only one periodontal surgical procedure is covered per area of the mouth in any 36 consecutive month period. |
| Bone Replacement Graft - First Site in Quadrant | None |
| Bone Replacement Graft - Each Additional Site in Quadrant | None |
| Biologic Materials To Aid in Soft and Osseous Tissue Regeneration | Only one periodontal surgical procedure is covered per area of the mouth in any 36 consecutive month period. |
| Guided Tissue Regeneration - Resorbable Barrier - Per Site, Per Tooth | Only one periodontal surgical procedure is covered per area of the mouth in any 36 consecutive month period. Not payable as a discrete procedure if performed during the same operative session as osseous surgery. |
| Guided Tissue Regeneration - Nonresorbable Barrier - Per Site, Per Tooth (Includes Membrane Removal) | Only one periodontal surgical procedure is covered per area of the mouth in any 36 consecutive month period. Not payable as a discrete procedure if performed during the same operative session as osseous surgery. |
| Pedicle Soft Tissue Graft Procedure | None |
| Free Soft Tissue Graft Procedure (Including Donor Site Surgery) | None |
| Subepithelial Connective Tissue Graft Procedure (Including Donor Site Surgery) | None |
| Distal or Proximal Wedge Procedure (When Not Performed in Conjunction With Surgical Procedures in the Same Anatomical Area) | None] |

SECTION XIII. - SCHEDULE OF COVERED SERVICES AND LIMITATIONS

(Continued)

[TYPE II - ADJUNCTIVE GENERAL SERVICES

| <u>Procedure</u> | <u>Limitation</u> |
|--|---|
| Palliative (Emergency) Treatment of Dental Pain- Minor Procedure | Paid as a separate benefit only if no definitive operative procedure, including sedative filling, is rendered during the visit. |
| Therapeutic Drug Injections, By Report | None |
| Occlusal Guard, By Report | Limited to one appliance in any 24 consecutive month period. Covered only in conjunction with a diagnosis of bruxism. |

TYPE III - MAJOR RESTORATIVE

| <u>Procedure</u> | <u>Limitation</u> |
|-------------------------|--|
| Diagnostic Casts | Not covered for Orthodontic evaluation. Limited to one time in any 36 consecutive month period and only if diagnostic casts are required for extensive bilateral prosthetic dentistry other than dentures. |
| Inlay Restorations | Covered only when the tooth cannot be restored by an amalgam or composite resin filling, and then only if more than [7] years have elapsed since last placement. |
| Onlay Restorations | Covered only when the tooth cannot be restored by an amalgam or composite resin filling, and then only if more than [7] years have elapsed since last placement. |

Crowns - Single Restorations:

| | |
|---|---|
| Crown - Resin-Based Composite (Indirect); Crown - 3/4 Resin-Based Composite (Indirect); Crown - Resin with High Noble Metal; Crown - Resin with Predominantly Base Metal; Crown - Resin with Noble Metal; Crown - Porcelain/Ceramic Substrate; Crown - Porcelain Fused to High Noble Metal; Crown - Porcelain Fused to Predominantly Base Metal; Crown - Porcelain Fused to Noble Metal; Crown - 3/4 Cast High Noble Metal; Crown - 3/4 Cast Predominantly Base Metal; Crown - 3/4 Cast Noble Metal; Crown - 3/4 Porcelain/Ceramic; Crown - Full Cast High Noble Metal; Crown - Full Cast Predominantly Base Metal; Crown - Full Cast Noble Metal; Crown - Titanium | Covered only when the tooth cannot be restored by an amalgam or composite resin filling, and then only if more than [7] years have elapsed since the last placement. Crown benefits are based on the amount payable for non-precious metal substrates. Benefits for crowns on primary teeth are limited to Resin or Stainless Steel Crowns. [Provisional Crowns are not covered.] |
|---|---|

SECTION XIII. - SCHEDULE OF COVERED SERVICES AND LIMITATIONS

(Continued)

[TYPE III - MAJOR RESTORATIVE (Continued)]

| <u>Procedure</u> | <u>Limitation</u> |
|--|---|
| Prefabricated Stainless Steel Crowns; Prefabricated Resin Crowns | Covered only when the tooth cannot be restored by an amalgam or composite resin filling, and then only if more than [7] years have elapsed since the last placement. If stainless steel/resin crown is replaced by a permanent crown within [7] years, the amount paid for the replacement crown will be reduced by the amount paid for the stainless steel/resin crown. Limited to persons age 16 and over. Prefabricated Esthetic Coated Stainless Steel Crowns are covered for anterior primary teeth only. [In addition, these procedures are considered with Basic Restorative services for persons under age 16.] |
| Core Buildup (in Conjunction With a Crown or Inlay) | Only those procedures required to obtain adequate resistance and retention for crown placement will be covered. Procedures involving replacement of tooth structure for purposes of pulpal insulation, undercut elimination, casting bulk reduction or for any purposes other than obtaining adequate retention are not covered. The benefit for a core buildup includes all pins and/or prefabricated posts. |
| Cast Post and Core in Addition to Crown; Prefabricated Post and Core in Addition to Crown | Covered only for endodontically treated teeth requiring a cast restoration for restorative purposes. |
| Complete Dentures (Including Routine Post-Delivery Care) | There are no additional benefits for personalized dentures or overdentures or associated procedures. Shenandoah Life will not pay for any denture until it is accepted by the patient. Limited to one time per arch per 5 years. Interim Complete Dentures are not covered. |
| Partial Dentures (Including Routine Post-Delivery Care) | There are no additional benefits for precision or semi-precision attachments. The benefit for a partial denture includes any clasps and rests and all teeth. Limited to one partial denture per arch per 5 years unless there is a Necessary extraction of an additional Functioning Natural Tooth. Interim Partial Dentures are not covered. |
| Rebasing Dentures | Limited to Rebasing done more than 12 months after the initial insertion, then not more than one time in any 36 consecutive month period. |
| Relining Dentures | Limited to Relining done more than 12 months after the initial insertion, then not more than one time in any 36 consecutive month period. |
| Endosteal Implants | Benefits for the replacement of an existing full or partial denture are payable only if the existing prosthesis is more than [5] years old, is not serviceable and cannot be repaired. Benefits for the replacement of an existing implant or fixed bridge are payable only if the existing prosthesis is more than [7] years old, is not serviceable, and cannot be repaired.] |

SECTION XIII. - SCHEDULE OF COVERED SERVICES AND LIMITATIONS

(Continued)

[TYPE III - MAJOR RESTORATIVE (Continued)]

| <u>Procedure</u> | <u>Limitation</u> |
|--|---|
| Removal of Implant, By Report | Limited to the removal of an endosteal implant which was placed while the patient was covered under this Policy, is not serviceable, and cannot be repaired. |
| Implant Supported Prosthetics | Benefits for the replacement of an existing implant-supported prosthesis are payable only if the existing prosthesis is more than [7] years old, is not serviceable, and cannot be repaired. |
| Fixed Partial Denture Pontics; Fixed Partial Denture Retainers - Crowns; Fixed Partial Denture Retainers - Inlays/Onlays | Benefits for the replacement of an existing fixed bridge are payable only if the existing bridge is more than [7] years old, is not serviceable, and cannot be repaired unless there is a Necessary extraction of an additional Functioning Natural Tooth which was not an abutment to an existing denture that is less than [5] years old or an existing bridge that is less than [7] years old. Benefits for abutment crowns and pontics are based on the amount payable for non-precious metal substitutes. Provisional Pontics and Provisional Retainer Crowns are not covered. |
| Cast Metal Retainer for Resin Bonded Fixed Partial Denture | Benefits for the replacement of an existing resin bonded bridge are payable only if the existing resin bonded bridge is more than [5] years old, is not serviceable and cannot be repaired. |
| Cast Post and Core (in Conjunction With a Fixed Partial Denture) | Covered only for endodontically treated teeth which require a crown for restorative purposes or in order to serve as a retainer to a covered fixed or removable partial denture. |
| Core Buildup for Retainer (Including Any Pins) | Only those procedures required to obtain adequate resistance and retention for placement of a retainer that is covered under this Policy will be covered. Procedures involving replacement of tooth structure for purposes of pulpal insulation, undercut elimination, casting bulk reduction or for any other purposes other than obtaining adequate retention are not covered. The benefit for a core buildup includes all pins and/or prefabricated posts.] |

SECTION XIII. - SCHEDULE OF COVERED SERVICES AND LIMITATIONS

(Continued)

[TYPE III - ADJUSTMENTS/REPAIRS]

| <u>Procedure</u> | <u>Limitation</u> |
|--|---|
| Re-Cement Crowns | None |
| Re-Cement Inlay, Onlay, or Partial Coverage Restoration | None |
| Re-Cement Fixed Partial Denture | None |
| Fixed Partial Denture Repair, By Report | Limited to repairs performed more than 12 months after initial insertion. |
| Crown Repair, By Report | Limited to repairs performed more than 12 months after initial insertion. |
| Denture Adjustments | Only covered one time in any 12 consecutive month period, and only if performed more than 12 months after the insertion of the denture. |
| Repairs to Complete Dentures; Repair Resin Denture Base; Repair Cast Framework; Repair or Replace Broken Clasp; Replace Broken Teeth - Per Tooth; Add Tooth to Existing Partial Denture; Add Clasp to Existing Partial Denture | Limited to repairs performed more than 12 months after initial insertion. |
| Tissue Conditioning - Maxillary or Mandibular | Payable only if at least 12 months have elapsed since the insertion of a full or partial denture and only once in any 36 consecutive month period.] |

[SECTION XIV. - SPECIAL PROVISIONS FOR PRIOR DENTAL COVERAGE

These provisions apply to all Employees and their Spouse and/or Dependent Child(ren) of Policyholder who had previous coverage under a prior group insurance policy (referred to as the "Replaced Policy").

A. WAITING PERIODS

1. A portion of the Waiting Periods for certain services as set forth in the Schedule of Benefits, will be waived for any Employee and his Spouse and/or Dependent Child who are eligible for and have applied for coverage under this Policy on the Effective Date of this Policy, provided that the Employee or the Spouse and/or Dependent Child for whom the Waiting Period is to be waived was covered under the Replaced Policy which was in effect on the day before the effective date of this Policy and the Replaced Policy had coverage substantially equivalent to the coverage provided by this Policy. The portion of the Waiting Period waived will be equal to [100%] of the time during which the Replaced Policy was in effect for covered services with equivalent coverage.
2. For an Insured Person whose coverage becomes effective on or after the Effective Date of this Policy, a portion of the Waiting Periods for certain services as set forth in the Schedule of Benefits will be waived for that Insured Person, provided that the Insured Person for whom the Waiting Period is to be waived was covered under a Replaced Policy within [63] days of the effective date of coverage under this Policy and provided that the Replaced Policy had coverage substantially equivalent to the coverage for which a portion of the Waiting Period is to be waived. The portion of the Waiting Period to be waived will be equal to [100%] of the time during which the Insured Person was insured under the Replaced Policy for covered services with equivalent coverage.

B. CONTINUITY OF COVERAGE

1. If the Replaced Policy has a provision for extending benefits and Expenses for Covered Dental Services were Started while the Insured Person was covered under the Replaced Policy and was Completed during the Replaced Policy's extension of benefits period, no benefits will be paid by Shenandoah Life under this Policy.
2. If the Replaced Policy has a provision for extending benefits and Expenses for Covered Dental Services were Started while the Insured Person was covered under the Replaced Policy but not Completed during the Replaced Policy's extension of benefits period but after the Insured Person's Effective Date of coverage under this Policy, a prorated benefit will be paid by Shenandoah Life based upon the percentage of treatment performed after the expiration of the extension of benefits period.
3. If the Replaced Policy did not have a provision for extending benefits and Expenses for Covered Dental Services were Started while the Insured Person was covered under the Replaced Policy and was completed after the Insured Person's Effective Date of coverage under this Policy, a prorated benefit will be paid by Shenandoah Life based upon the percentage of treatment performed while the Insured Person was covered under this Policy.

C. MISSING TOOTH

1. If an Insured Person was insured under the Replaced Policy and that insurance was in force on the day before the Effective Date of this Policy and that Insured Person is covered under this Policy on its Effective Date, and a claim is received by Shenandoah Life for the replacement of a tooth which was extracted during the last 12 months of the Insured Person's coverage under the Replaced Policy, for benefit purposes the tooth will be considered to have been extracted while the Insured Person was covered under this Policy. Exclusions 8 and 9 of Section XII. will not apply in this circumstance.
2. If an Insured Person whose coverage becomes effective after the Effective Date of this Policy was covered under a Replaced Policy within [30] days of the effective date of coverage under this Policy, and a claim is received by Shenandoah Life for the replacement of a tooth which was extracted during the last 12 months of the Insured Person's coverage under the Replaced Policy, for benefit purposes the tooth will be considered to have been extracted while the Insured Person was covered under this Policy. Exclusions 8 and 9 of Section XII. will not apply in this circumstance.

[SECTION XIV. - SPECIAL PROVISIONS FOR PRIOR DENTAL COVERAGE

(Continued)

[D. DEDUCTIBLE CREDIT

A full Deductible will be utilized in determining benefits. If proof is submitted that all or part of the deductible required under the Replaced Policy was used in the same Calendar Year as the take-over, then full credit for the amount which is substantiated will be given toward the satisfaction of the Deductible for each Insured Person under this Policy for the first [Policy] Year.]



POLICY NUMBER: [D000000001 - 00001]
POLICYHOLDER: [SPECIMEN - ARKANSAS]
[EMPLOYEE NAME: JOHN DOE]
[CERTIFICATE NUMBER: 0222334444]
[EMPLOYEE EFFECTIVE DATE: January 01, 2007]

Shenandoah Life Insurance Company welcomes your Employer as a client.

This is your certificate of coverage as long as you are eligible for insurance and you become and remain insured. **READ YOUR CERTIFICATE CAREFULLY.**

A few words about this certificate of coverage...

It is written in plain English. But a few terms and provisions are written as required by insurance law. If you have any questions about any terms and provisions, please contact the Insurance Administrator at your work location or write to us. Shenandoah Life will assist you in any way it can to help you understand your benefits.

Also, if the terms of your certificate of coverage and the policy differ, the policy will govern. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the policy.

President

GROUP DENTAL INSURANCE CERTIFICATE

Non-participating

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SECTION I. - SCHEDULE OF BENEFITS

POLICY NUMBER: [D000000001 - 00001]
POLICYHOLDER: [SPECIMEN - ARKANSAS]
[EMPLOYEE NAME: JOHN DOE]
[CERTIFICATE NUMBER: 0222334444]
[EMPLOYEE EFFECTIVE DATE: January 01, 2007]
ELIGIBLE CLASS(ES):
 Employees [All Actively at Work Employees]
 [Spouse]
 [Dependent Child(ren)]
 [Retired Employees]

ELIGIBILITY WAITING PERIOD:

[Initial Employees] None]
 [Subsequent Employees] 1st of the month following [90] days of continuous employment]

MINIMUM REQUIREMENT FOR ACTIVE WORK

[Working a minimum of [20] regularly scheduled hours per week.]

CONTRIBUTORY INSURANCE

Employee [No]
 [Dependent Insurance] Yes]
 [Retired Employees] Yes]

COVERED SERVICES

| [Category | Type | | Coinsurance Rate* | | Deductible Applies | | Waiting Period | |
|-------------------------|------------|----------------|-------------------|----------------|--------------------|----------------|----------------|----------------|
| | In-Network | Out-of-Network | In-Network | Out-of-Network | In-Network | Out-of-Network | In-Network | Out-of-Network |
| [Preventive Services | I | I | 100% | 100% | No | Yes | None | None] |
| [Diagnostic Services | I | I | 100% | 100% | No | Yes | None | None] |
| [Basic Restorative | II | II | 80% | 70% | Yes | Yes | None | None] |
| [Non-Surg. Extractions | II | II | 80% | 70% | Yes | Yes | None | None] |
| [Adjunctive Gen. Serv. | II | II | 80% | 70% | Yes | Yes | None | None] |
| [Complex Oral Surgery | II | II | 80% | 70% | Yes | Yes | None | None] |
| [Endodontics | II | II | 80% | 70% | Yes | Yes | None | None] |
| [Non-Surg. Periodontics | II | II | 80% | 70% | Yes | Yes | None | None] |
| [Surgical Periodontics | II | II | 80% | 70% | Yes | Yes | None | None] |
| [Major Restorative | III | III | 50% | 40% | Yes | Yes | None | 12 months] |
| [Adjustments/Repairs | III | III | 50% | 40% | Yes | Yes | None | 12 months] |

* [In-Network percentage is applied to Negotiated Fee. Out-of-Network percentage is applied to [Prevailing Fee] [Negotiated Fee]].

[See Section VI.B. for explanation of waiting periods.]

[Waiting period credit will be awarded for all Initial Employees who had comparable coverage under the Replaced Policy and enroll for coverage commencing on the Effective Date of the Policy.] [Waiting period credit will be awarded for all Initial Employees who enroll for coverage commencing on the Effective Date of the Policy.] [The waiting periods are waived for all Initial Employees who enroll for coverage commencing on the Effective Date of the Policy.]

See Section XII. for a complete list of Covered Services by specific procedure.

SECTION I. - SCHEDULE OF BENEFITS

(Continued)

ANNUAL MAXIMUM BENEFIT

| | <u>In-Network</u> | <u>Out-of-Network</u> |
|--|-------------------|-----------------------|
| Annual Maximum Benefit for each Insured Person per [Policy] Year | [\$1,500] | [\$1,000] |

DEDUCTIBLE

| | <u>In-Network</u> | <u>Out-of-Network</u> |
|--|--------------------|-----------------------|
| [Deductible Amount for each Insured Person per [Policy] Year (Refer to Covered Services on page 3 to determine if the Deductible applies to certain services)] | \$50 | \$100] |
| [Lifetime Deductible Amount for each Insured Person (Refer to Covered Services on page 3 to determine if the Deductible applies to certain services)] | \$150 | \$250] |
| [Family Maximum Deductible | [3] Family Members | [3] Family Members] |
| [Deductible credit | Yes | Yes] |

[LATE ENTRANT LIMITATION

| | |
|--------------------|---|
| [First 12 months] | [Covered Services limited to Type I] [Benefits limited to \$100] |
| [Second 12 months] | [Covered Services limited to Type I and II] [Benefits limited to \$200]] |

PREDETERMINATION OF BENEFITS

Whenever the estimated cost of a recommended dental Treatment Plan exceeds [\$250], the Treatment Plan should be submitted to Shenandoah Life for its review before any treatment begins. See Section VI. F. for complete details.

LIMITATIONS AND EXCLUSIONS

Under the Policy, Shenandoah Life will pay for many Covered Services on a Limited Frequency. These limitations are indicated in Section XII. - Schedule of Covered Services and Limitations. The Policy also contains specific Exclusions. See Section XI. for complete details.

RIDERS

| | <u>[In-Network</u> | <u>Out-of-Network]</u> |
|---|--------------------|------------------------|
| Orthodontic Expense | [Yes] | [Yes] |
| [Adult Ortho | Yes | Yes] |
| [Waiting Period | 12 months | 24 months] |
| [Lifetime Maximum Benefit | \$1,500 | \$1,000] |
| [Coinsurance Rate | 50% | 50%] |
| [Lifetime Deductible Amount for each Insured Person | \$150 | \$150] |

[The waiting period may be reduced or waived for Insured Persons with prior coverage pursuant to Section XIII.]

SECTION II. - DEFINITIONS

ACTIVELY AT WORK means the Employee must be performing the normal duties of his usual job with the Employer for the Minimum Requirement for Active Work as set forth in the Schedule of Benefits at his usual place of work or at another place to which he was required by his Employer to travel. Unless Employee is on leave pursuant to the Family and Medical Leave Act (FMLA), Employee must be able to perform all the main duties of his regular occupation. Employee will be considered to be ACTIVELY AT WORK on a paid vacation day, a paid or non-paid leave day granted pursuant to the Family and Medical Leave Act, or on a regular non-working day if Employee was ACTIVELY AT WORK on his last working day and was not Totally Disabled. Shenandoah Life has the right to verify the hours worked by reviewing payroll records and/or income tax records.

[ACTIVELY AT WORK does not include strike, layoff, or lockout.]

[For covered Retirees, all ACTIVELY AT WORK requirements in the Policy are waived.]

ANNUAL MAXIMUM BENEFIT means the maximum benefit payable by the Policy for Covered Dental Expenses Completed in a [Policy] Year. The Annual Maximum Benefit for the Policy is set forth in the Schedule of Benefits. This maximum will apply even if Employee's coverage is interrupted.

ARMED FORCES means the military forces of any nation, including National Guard and reserves. An Insured Person shall be deemed to be on active duty in the Armed Forces during the initial period of basic training and any period of continuous duty in excess of 31 days.

AUTHORIZED OFFICER means the President, a Vice President, the Secretary or an Assistant Secretary of Shenandoah Life.

BENEFIT means any amount Shenandoah Life pays to an Insured Person or his assignee in accordance with the provisions of the Policy.

CALENDAR YEAR means the twelve-month period beginning at 12:01 a.m. on January 1st and ending at 11:59 p.m. on December 31st of the same year.

COINSURANCE means the percentage of Covered Dental Expense which is payable under the Policy. The Coinsurance percentage for each category of service for the Policy is shown in the Schedule of Benefits.

COMPANY means Shenandoah Life Insurance Company, with its Home Office located at 2301 Brambleton Avenue, S.W., Roanoke, Virginia 24015. The mailing address is Post Office Box 12847, Roanoke, Virginia 24029.

CONTRACTED NETWORK means one or more networks of Dentists with which Company has contracted to perform Covered Services at negotiated network fees.

CONTRIBUTORY INSURANCE means any insurance coverage under the Policy for which the Employee pays all or part of the Premium.

COVERED DENTAL EXPENSE means the allowable charge for Covered Services, determined in accordance with Section XII. depending upon whether the service is In-Network or Out-of-Network, which are Necessary for the care of the teeth and supporting tissues. These services must have been performed by a Dentist.

COVERED SERVICE means dental services which will be considered for payment by Shenandoah Life. A complete list of Covered Services is set forth in Section XII.

SECTION II. - DEFINITIONS

(Continued)

DATE COMPLETED means the date on which certain Covered Dental Expenses will be deemed incurred for benefit determination purposes. The following paragraphs define the Date Completed for the indicated services:

1. For Full Dentures or Partial Dentures: The date that the final completed appliance is first inserted into the mouth; provided however that no denture or partial denture will be considered Completed until it is accepted by the patient.
2. For Fixed Bridges (including Resin bonded bridges), Crowns, Inlays, Onlays and other laboratory prepared restorations: The date that the appliance is permanently cemented in place.
3. For Root Canal Therapy: The date the canals are permanently filled.
4. For All Other Services: The date the procedure is Started.

The Date Completed shall be the date used by Shenandoah Life to determine the benefits payable for a particular service.

DATE STARTED means the date on which certain Covered Dental Expenses will be deemed Started for benefit determination purposes. The following paragraphs define the Date Started for the indicated services:

1. For Full Dentures or Partial Dentures: On the date the final impression is taken.
2. For Fixed Bridges (including Resin bonded bridges), Crowns, Inlays, Onlays and other laboratory prepared restorations: On the date the teeth are first prepared.
3. For Root Canal Therapy: On the date the pulp chamber is first opened.
4. For Periodontal Surgery: On the date the surgery is actually performed.
5. For All Other Services: On the date the service is performed.

[DEDUCTIBLE means the amount of Covered Dental Expense which must be paid in full by the Employee each [Policy] Year for each covered member of Employee's family who incurs dental expenses before any benefits are payable. The Deductible amount is shown in the Schedule of Benefits.]

DENTIST means any dental or medical practitioner who is required to be recognized by law who:

1. is properly licensed or certified under the laws of the state in which he practices; and
2. provides services which are within the scope of his license or certificate and covered by the Policy.

DEPENDENT CHILD means someone who is residing in the United States [or Canada] and who is:

1. Employee's natural child, legally adopted child, foster child or stepchild who is unmarried and under the age of 19, provided the child's legal residence is the same as the Employee's and the child is dependent upon Employee for more than 50% of his support and maintenance. If child's legal address is different from Employee's, the child is considered to be a Dependent if so ordered by a court decree or if he is listed as a dependent on Employee's most recent Federal income tax return and if he is dependent upon Employee for more than 50% of his support and maintenance.
2. Employee's natural child, legally adopted child, foster child or stepchild who is 19 years old or older, but less than [25] years of age, but only if he is unmarried, and is a full-time student at an accredited educational institution, college, university, vocational institution, trade school or secondary institution and is dependent upon Employee for more than 50% of his support and maintenance and is listed as a dependent on Employee's most recent Federal income tax return.

SECTION II. - DEFINITIONS

(Continued)

DEPENDENT INSURANCE means insurance on Employee's Spouse and/or Dependent Child.

EFFECTIVE DATE is the date on which insurance coverage begins under the Policy.

ELIGIBLE CLASS means a category of Employees and/or dependents eligible for insurance under the Policy, as shown in the Schedule of Benefits.

ELIGIBILITY DATE means the date an Employee or an Employee's Spouse and/or Dependent Child becomes eligible for insurance coverage under the Policy.

ELIGIBILITY WAITING PERIOD is a specified period of employment as an Employee of the Employer which an Employee must complete before becoming eligible for coverage under the Policy. The length of the Eligibility Waiting Period is chosen by the Employer and may differ for different Eligible Classes or for Initial and Subsequent Employees. The Eligibility Waiting Period, if any, is shown in the Schedule of Benefits.

EMERGENCY TREATMENT means any Necessary service, procedure, or supply which is rendered as an unforeseen occurrence or combination of circumstances which requires immediate, urgent action or remedy.

EMPLOYEE means a person Actively at Work with the Employer in an Eligible Class [or a Retired Employee].

EMPLOYEE INSURANCE means insurance on the Employee.

EMPLOYER means the Policyholder.

FOSTER CHILD means a child who Employee is raising as his own; who lives in Employee's home; and for whom Employee has been given full legal custody and control. A Foster Child is not a child who is living in Employee's home temporarily; who is placed in Employee's home by a social service agency which retains control of the child; or a child whose natural parent(s) exercises or shares parental responsibility and control.

FUNCTIONING NATURAL TOOTH means a natural tooth which is performing its normal role in the mastication process in the Insured Person's upper or lower arch and which is opposed in the Insured Person's other arch by another natural tooth or prosthetic replacement.

GROUP APPLICATION means the application provided by Shenandoah Life for the purpose of Policyholder's application for insurance under the Policy.

HOME OFFICE means Shenandoah Life Insurance Company, 2301 Brambleton Avenue, S.W., Roanoke, VA 24015. The mailing address is Post Office Box 12847, Roanoke, VA 24029.

IN-NETWORK means that the Covered Service is performed by a Participating Provider.

INITIAL EMPLOYEE means a person who is an Employee for the Employer on the Effective Date of the Policy.

SECTION II. - DEFINITIONS

(Continued)

INSURANCE MONTH means the period of time which begins at 12:01 A.M. on the Premium Due Date of any calendar month and ends at 12:00 midnight on the day preceding the next Premium Due Date.

INSURED PERSON means an Employee, his Spouse and/or his Dependent Child who are covered under the Policy.

[LATE ENTRANT means an individual eligible for coverage under the Policy who does not apply for coverage within 31 days after he is first eligible to apply for such coverage [or fails to apply during the Open Enrollment or the election period under the Policyholder's Section 125 Plan].]

[LIFETIME DEDUCTIBLE AMOUNT means the amount of covered Dental Expense which must be paid in full by Employee while the Policy is in force for each covered member of Employee's family who incurs dental expense before any benefits are payable. The Lifetime Deductible amount is shown in the Schedule of Benefits.]

NECESSARY means a procedure, service, or supply which is required by, and appropriate for, treatment of the Insured Person's dental condition according to broadly accepted standards of care, as determined by Shenandoah Life in consultation with its dental consultant.

NEGOTIATED FEE means the reduced fee a Participating Provider has contractually agreed to charge Shenandoah Life's insureds for Covered Services.

NON-CONTRIBUTORY INSURANCE means any insurance coverage under the Policy for which the Employer pays all of the Premium.

NON-PARTICIPATING PROVIDER means a Dentist who is not a member of a Contracted Network.

[OPEN ENROLLMENT means that time period designated by mutual agreement of the Policyholder and Shenandoah Life during which eligible Employees who did not obtain coverage when first eligible may apply for coverage for themselves or their Dependents. Only one period of Open Enrollment is permitted in each calendar year. [The Open Enrollment period shall coincide with the election period under the Employer's Section 125 Plan.]]

OUT-OF-NETWORK means that the Covered Service is provided by a Dentist who is not a Participating Provider.

PARTICIPATING PROVIDER means a Dentist who is a member of a Contracted Network.

PERSON means an Employee, his Spouse and/or his Dependent Child.

POLICYHOLDER means the entity to which the Policy is issued.

POLICY ANNIVERSARY means the date the Policy may be renewed and is shown on page 3.

POLICY YEAR means a twelve-month period commencing with the Effective Date of the Policy and ending at 11:59 p.m. on the last day of such twelve-month period.

SECTION II. - DEFINITIONS

(Continued)

PREMIUM means the amount of money which the Policyholder pays each month to purchase the insurance benefits provided by the Policy.

PREMIUM DUE DATE means the date indicated in the Schedule of Benefits by which the Premium must be paid to Shenandoah Life.

[PREVAILING FEE means the lesser of the fee most often charged by the provider for the same service or supply; or the fee most often charged in the same area by providers with similar training and experience for a comparable service or supply. Area means metropolitan area, a county, or a greater area if needed to find a cross-section of providers of a comparable service or supply. Shenandoah Life may obtain data concerning the fee most often charged in an area from a third party and the determination of the Prevailing Fee may vary among policyholders. The Prevailing Fee is based upon the [80th] percentile of data tabulated by a third party vendor.]

REPLACED POLICY means any group or group enrollment insurance policy, dental service plan, employee welfare plan or trust, or other arrangement which has been terminated no more than [30] days prior to the Effective Date of the Policy.

[RETIREE or RETIRED EMPLOYEE means an individual who, on his last workday prior to retirement, was Actively at Work [and is currently receiving a benefit under the terms of the Employer's pension plan]. Retiree does not include an individual who is receiving pension plan benefits solely due to being Totally Disabled and who otherwise does not meet the Employer's criteria for receipt of pension plan benefits.]

SHENANDOAH LIFE means Shenandoah Life Insurance Company.

SPOUSE means Employee's legal spouse under the laws of the jurisdiction in which the Policy is delivered and resides in the United States [or Canada].

SUBSEQUENT EMPLOYEE means a person who becomes an Employee of an Employer after the initial Effective Date of the Policy.

TERMINATION DATE means the date the Policy ends or the date on which an Insured Person's coverage ends as determined by Shenandoah Life.

TOTALLY DISABLED means the Employee's inability due to sickness or injury to perform all of the main duties of any job with the Policyholder or the Employee's inability to work for wage or profit.

TREATMENT PLAN means the Dentist's report of recommended treatment on a form satisfactory to Shenandoah Life which:

1. itemizes the dental procedures and charges which the Dentist has performed or, in the case of a predetermination, will perform;
2. lists the charges for each procedure; and
3. is accompanied by supporting pre-operative x-rays and any other appropriate diagnostic materials required by Shenandoah Life.

SECTION III. - ELIGIBILITY FOR COVERAGE; EFFECTIVE DATE

A. ELIGIBILITY

1. **EMPLOYEE** - If Employee is a member of an Eligible Class, Employee will become eligible for coverage on the latest of the following dates:
 - a. the Effective Date of the Policy;
 - b. the Effective Date of an amendment adding an Employee's Associated Company to participation in the Policy;
 - c. the Effective Date that the Policy is amended to include Employee's employment classification as an Eligible Class;
 - d. the date Employee completes the Eligibility Waiting Period as set forth in the Schedule of Benefits.

[Notwithstanding the foregoing, Initial Employees who are members of an Eligible Class shall become eligible on the Effective Date of the Policy.]

[The Employee will not have to complete a second Eligibility Waiting Period if Employee's coverage terminates due to loss of employment status with the Employer, and Employee is re-employed within [6] months after the date Employee's coverage ends.]

If an Employer has two or more Employees in the same family who are eligible as both an Employee and a Spouse and/or Dependent Child under the Policy, an Employee may not be covered as both an Employee and a Spouse and/or Dependent Child. If a husband and wife are both Employees, both may choose to be insured for Employee coverage, or one may choose to be insured for Employee coverage and the other as a Spouse and/or Dependent Child of that Employee.

2. **DEPENDENT INSURANCE** - A Spouse and/or Dependent Child are eligible for coverage on the latest of the following dates:
 - a. the date Employee becomes eligible for insurance;
 - b. the date Employee first acquires an eligible Dependent Child;
 - c. the date on which Dependent Insurance under the Policy is effective;
 - d. the Effective Date that the Policy is amended to provide Dependent Insurance for Employee's employment classification.

A Spouse and/or Dependent Child is deemed to be first acquired for the Policy as follows:

- a. Spouse - on the date of the marriage;
- b. Natural Child - on the date of his birth;
- c. Adopted Child - on the date the child is placed with Employee for adoption;
- d. Stepchild or Foster Child - on the date that the child first meets the Dependent Child definition.

B. EFFECTIVE DATE

1. NON-CONTRIBUTORY EMPLOYEE INSURANCE

To become insured, Employee must first submit a written request for coverage to Shenandoah Life. The request must be submitted by Employer to Shenandoah Life at its Home Office within 15 days of the Effective Date of the coverage.

An Employee in an Eligible Class who submits a request for coverage will become insured under the Policy at 12:01 a.m. at the main office of the Employer on the date Employee completes the Eligibility Waiting Period, if any, provided the Employee is Actively at Work on that date. If Employee is not Actively at Work on the date his initial coverage or any change in benefits is scheduled to take effect, coverage or the change will not take effect until the day Employee returns to Active Work.

SECTION III. - ELIGIBILITY FOR COVERAGE; EFFECTIVE DATE

(Continued)

2. CONTRIBUTORY EMPLOYEE INSURANCE

To become insured, Employee must first submit a written request for coverage to Shenandoah Life and authorize payroll deductions for the Employee contribution. The request must be submitted by Employer to Shenandoah Life at its Home Office within [15] days of the Effective Date of the coverage [or during an Open Enrollment period or a Section 125 Plan election period].

An Employee in an Eligible Class who submits a request for coverage will become insured under the Policy at 12:01 a.m. at the main office of the Employer on whichever of the dates shown below applies, provided Employee is Actively at Work on the initial date insurance is to take effect.

- a. If Employee's request for coverage is received at the Home Office on or before the Employee's Eligibility Date, the Employee's coverage will take effect on the Employee's Eligibility Date.
- b. If Employee's request for coverage is received in the Home Office no more than [31] days after the Employee's Eligibility Date [or during an Open Enrollment period or a Section 125 Plan election period], Employee's coverage will take effect on the date on which Employee's request for coverage is received in the Home Office.
- c. If Employee's request for coverage is received in the Home Office more than [31] days after Employee's Eligibility Date [and not during an Open Enrollment period or a Section 125 Plan election period], Employee's coverage will take effect on the date on which Employee's request for coverage is received in the Home Office. However, Employee will be considered to be a Late Entrant and benefits will be subject to the Waiting Periods applicable to Late Entrants, as set forth in the Schedule of Benefits.

If Employee is not Actively at Work on the date his initial coverage is scheduled to take effect, or on the date any change in benefits is scheduled to take effect, coverage will not take effect until the day Employee returns to Active Work.

3. NON-CONTRIBUTORY DEPENDENT INSURANCE

Employee must be insured for Employee Insurance in order for Employee's Spouse and/or Dependent Child to become insured.

To insure Spouse and/or a Dependent Child, Employee must first submit a written request for coverage to Shenandoah Life. The request for coverage must be submitted by Employer to Shenandoah Life at its Home Office within 15 days of the Effective Date of the coverage.

- a. If Employee is in a class which is eligible for Dependent Insurance and Employee has an eligible Spouse and/or Dependent Child at the time his Employee Insurance becomes effective and Employee has submitted a written request for Dependent Insurance, then Employee's Spouse and/or Dependent Child will become insured under the Policy on the same date Employee's Insurance is effective.
- b. If Employee is in a class which is eligible for Dependent Insurance and Employee does not have an eligible Spouse and/or Dependent Child at the time Employee insurance becomes effective:
 - 1) A Spouse will be automatically covered on the date of marriage. In the event notice of marriage and premium is not received within 31 days of marriage, the Spouse will be considered a Late Entrant and benefits will be subject to the Waiting Periods applicable to Late Entrants, as set forth in the Schedule of Benefits.

SECTION III. - ELIGIBILITY FOR COVERAGE; EFFECTIVE DATE

(Continued)

- 2) A newborn child of an Employee will be automatically covered for 90 days after birth. To continue coverage after this 90 day period, notice of the birth must be received by Shenandoah Life within the 90 day period. Such coverage shall terminate [24] months after the birth of the child unless premium is received for coverage of such child thereafter. In the event premium is not received within 90 days of termination and coverage is requested for the child at a later date, the Dependent Child will become a Late Entrant and benefits will be subject to the Waiting Periods applicable to Late Entrants, as set forth in the Schedule of Benefits.
- 3) An adopted child of an Employee will be automatically covered for 60 days after adoption placement. To continue coverage after this 60 day period, notice of placement must be received by Shenandoah Life within the 60 day period. Such coverage shall terminate at the later of: (i) 60 days following the adoption placement; or (ii) the child's [second] birthday unless premium is received for coverage of such child thereafter. In the event premium is not received within 60 days of termination and coverage is requested for the child at a later date, the Dependent Child will become a Late Entrant and benefits will be subject to the Waiting Periods applicable to Late Entrants, as set forth in the Schedule of Benefits.

4. CONTRIBUTORY DEPENDENT INSURANCE

Employee must be insured for Employee Insurance in order for Employee's Spouse and/or Dependent Child to become insured.

To insure Spouse and/or Dependent Child, Employee must first submit a written request for coverage to Shenandoah Life and authorize payroll deductions for the Employee contribution. The request must be submitted by Employer to Shenandoah Life at its Home Office within [15] days of the Effective Date of the coverage.

If Employee is in a class which is eligible for Dependent Insurance and Employee has submitted a written request for Dependent Insurance, Employee's Spouse and/or Dependent Child will become insured under the Policy at 12:01 a.m. at the main office of the Employer on whichever of the dates shown below applies:

- a. With respect to an Employee who has an eligible Spouse and/or Dependent Child at the time Employee Insurance becomes effective:
 - 1) If the request for Dependent Insurance is received in the Home Office on or before the Spouse and/or Dependent Child initial Eligibility Date, the Dependent Insurance will take effect on Spouse and/or Dependent Child Eligibility Date.
 - 2) If the request for Dependent Insurance is received in the Home Office no more than [31] days after Spouse and/or Dependent Child initial Eligibility Date [or during an Open Enrollment period or a Section 125 Plan election period], the Dependent Insurance will take effect on the date on which the request is received in the Home Office.
 - 3) If the request for Dependent Insurance is received in the Home Office more than [31] days after the Spouse's and/or Dependent Child's initial Eligibility Date [and not during an Open Enrollment period or a Section 125 Plan election period], the Dependent Insurance will take effect on the date on which the request for coverage is received in the Home Office. However, the Spouse and/or Dependent Child will become a Late Entrant and benefits will be subject to the Waiting Periods applicable to Late Entrants, as set forth in the Schedule of Benefits.

SECTION III. - ELIGIBILITY FOR COVERAGE; EFFECTIVE DATE

(Continued)

- b. With respect to an Employee who does not have an eligible Spouse and/or Dependent Child at the time Employee insurance becomes effective:
- 1) If the request for coverage for Dependent Insurance is received in the Home Office no more than [31] days after Employee acquires the Spouse and/or Dependent Child [or during an Open Enrollment period or a Section 125 Plan election period], the Dependent Insurance will take effect on the date on which the request for coverage is received in the Home Office.
 - 2) If the request for coverage for Dependent Insurance is received in the Home Office more than [31] days after Employee acquires the Spouse and/or Dependent Child [and not during an Open Enrollment period or a Section 125 Plan election period], the Dependent Insurance will take effect on the date on which the enrollment card is received in the Home Office. However, the Spouse and/or Dependent Child will become a Late Entrant and benefits will be subject to the Waiting Periods applicable to Late Entrants, as set forth in the Schedule of Benefits.
 - 3) A newborn child of an Employee will be automatically covered for 90 days after birth. To continue coverage after this 90 day period, notice of the birth must be received by Shenandoah Life within the 90 day period. Such coverage shall terminate [24] months after the birth of the child unless premium is received for coverage of such child thereafter. In the event premium is not received within 90 days of termination and coverage is requested for the child at a later date as provided for in paragraph 2 above, the Dependent Child will become a Late Entrant and benefits will be subject to the Waiting Periods applicable to Late Entrants, as set forth in the Schedule of Benefits.
 - 4) An adopted child of an Employee will be automatically covered for 60 days after adoption placement. To continue coverage after this 60 day period, notice of placement must be received by Shenandoah Life within the 60 day period. Such coverage shall terminate at the later of: (i) 60 days following the adoption placement; or (ii) the child's [second] birthday unless premium is received for coverage of such child thereafter. In the event premium is not received within 60 days of termination and coverage is requested for the child at a later date as provided for in paragraph 2 above, the Dependent Child will become a Late Entrant and benefits will be subject to the Waiting Periods applicable to Late Entrants, as set forth in the Schedule of Benefits.

[C. ELIGIBILITY FOR COVERAGE

Any Employee who elects not to obtain coverage for himself or his Spouse and/or Dependent Child under the Policy within 31 days of his initial Eligibility Date shall be eligible to apply for coverage only during a Period of Open Enrollment. Any such coverage shall be subject to all of the foregoing requirements. Employees and their Spouse and/or Dependent Child requesting coverage under this provision shall be subject to all applicable Waiting Periods regardless of whether the Special Provisions of Section XIII. would otherwise apply.

This program of insurance coverage is provided as part of the Policyholder's Section 125 Plan. Each Employee has the option under the Section 125 Plan of participating or not participating in this program.

If an Employee does not elect to participate when initially eligible, the Employee may elect to participate during the Policyholder's election period. An Employee who elects to participate during an election period will become eligible for coverage on the effective date identified in the Policyholder's Section 125 Plan and shall not be subject to the Late Entrant Limitations provision contained herein.

An Employee may change his election option only during an election period, except for a change in family status. Such events would be marriage, divorce, birth of a child, death of a spouse or child, or termination of employment of a spouse.]

SECTION IV. - TERMINATION OF COVERAGE

A. EMPLOYEE

Employee's coverage under the Policy will terminate at 11:59 p.m. at the main office of the Employer on the last day of the Insurance Month following the earliest date shown below:

1. The date on which Employee ceases to be Actively at Work as an Employee;
2. The date on which Employee ceases to be a member of an Eligible Class;
3. The date on which the Policy is amended to terminate the coverage for the class of Employees to which Employee belongs;
4. The date on which the Policy is no longer in force;
5. The date on which Employee requests, in writing, to have his coverage terminated;
6. The last day of the period for which a required Premium payment is made to Shenandoah Life by the Employer if the next required Premium payment is not made;
7. In the case of Contributory Employee Insurance, the last day of the period for which Employee is required to make a contribution, if Employee fails to make the next required contribution;
8. if Employee is absent from work due to a temporary lay-off or due to a non-FMLA leave of absence, the earlier of:
 - a. The date that is stated in a written notice from the Employer that the Employee's coverage is to be terminated; or
 - b. The last day of the month in which Employee's absence from work began[;]
- [9. The date on which Employee goes on strike or is locked-out. This will not apply if:
 - a. There is a written agreement between the Policyholder and Shenandoah that all Employees will continue to be insured during a strike or lock-out; or
 - b. There are applicable statutes or regulations which require the continuation of insurance during a strike or lock-out;]
- [10. On the day before the Employee enters active service in the Armed Forces of any country, including the national guard, army, air force, navy or marine services.]

If one of the above-described events occurs, Shenandoah must receive written notice of such event at its Home Office within 31 days. Failure to give Shenandoah written notice within such 31 day period will not continue Employee's coverage in force beyond the time it would otherwise have been terminated as described above.

B. DEPENDENT INSURANCE

Dependent Insurance under the Policy will terminate at 11:59 p.m. at the main office of the Employer on the last day of the Insurance Month following the earliest date shown below:

1. The date on which all insurance under the Policy ends;
2. The date on which the Policy is changed to end Dependent Insurance for the class of Employees to which Employee belongs;
3. The date on which a Spouse [and/or Dependent Child] ceases to be a Spouse [and/or Dependent Child] as defined in the Policy;
- [4. The end of the [Calendar][Policy] Year after the date on which the Dependent Child ceases to be a Dependent Child as defined in the Policy;]

SECTION IV. - TERMINATION OF COVERAGE

(Continued)

5. The last day of a period for which a required Premium payment for the cost of the Dependent Insurance is made to Shenandoah Life by the Employer, if the next required Premium payment is not made;
6. In the case of Contributory Dependent Insurance, the last day of a period for which Employee makes a required contribution for the cost of the Dependent Insurance, if Employee fails to make the next required contribution;
7. The date on which Employee coverage under the Policy terminates;
8. The date on which Employee requests, in writing, to terminate Dependent Insurance;
9. The date on which the Spouse and/or Dependent Child becomes eligible to be insured under this plan as an Employee, except for a Spouse covered as a Spouse and/or Dependent Child pursuant to Section III.A.1.;
10. On the day before the Spouse and/or Dependent Child enters active service in the Armed Forces of any country, including the national guard, army, air force, navy or marine services.

If one of the above-described events occurs, Employee must provide written notice to Shenandoah Life at its Home Office within 31 days of such occurrence. Failure to give Shenandoah Life such notice will not continue the Dependent Insurance in force beyond the time it would otherwise have terminated as described above.

C. CONTINUATION OF COVERAGE FOR INCAPACITATED CHILDREN

Notwithstanding the foregoing, Employee may continue Dependent Insurance for an unmarried child who is older than the limiting age in the definition of Dependent Child if such child is incapable of self-sustaining employment by reason of mental incapacity or physical handicap. The Dependent Child must be chiefly dependent on the Employee for support and maintenance. To obtain the continuation, Employee must submit proof of the Dependent Child's incapacity to Shenandoah Life. From then on, Employee must submit proof to Shenandoah Life each year that such incapacity continues without interruption.

These extended benefits will terminate on the earliest date on which one of the following events occurs:

1. The Dependent Child marries;
2. The Dependent Child becomes employed full time by any employer;
3. The Dependent Child ceases to be incapacitated;
4. The Dependent Child ceases to be chiefly dependent upon Employee for support and maintenance;
5. Employee's Dependent Insurance terminates for any reason;
6. Employee fails to provide any required proof of the incapacity;
7. Employee refuses to allow Shenandoah Life or its duly authorized representative to examine Dependent Child.

SECTION V. - PREMIUMS

Continuance of coverage will be contingent upon payment of the premiums by the Employer to Shenandoah Life at its Home Office, in accordance with the following provisions:

1. the first premium is due on or before the Policy Date; and
2. subsequent premiums are due on the Premium Due Date specified in the Policy and on the corresponding date in each bimonthly, monthly, quarterly, semiannual, or annual premium period thereafter.

The premiums for coverage under the Policy will be based on the premium rates in effect for the benefits and terms of coverage provided.

For coverage of Employees other than those insured as of the Policy Date and for any increase in coverage of an Employee, the premium charge will commence on the Premium Due Date coincident with the date such coverage or increase in coverage is effective. Upon termination of coverage, the premium charge will cease on the Premium Due Date coincident with the date such termination is effective.

Premiums may be paid on a monthly, quarterly, semiannual, or annual basis as the Employer may elect, but without discount.

A grace period of 31 days is allowed for the payment of any premium after the payment of the initial premium. During the grace period, coverage under the Policy will remain in force unless the Employer has given Shenandoah Life notice that the coverage is to be terminated before the end of the grace period. If the premium is not paid before the end of the grace period, the Policy will terminate. The Employer is responsible for any premium due during the grace period.

The Policy may be renewed on the Policy Anniversary. Continuance of the insurance will be conditioned upon payment of premiums at rates determined by Shenandoah Life.

Shenandoah Life may adjust the premium rates at any time for reasons which may affect the risk assumed, on dates including but not limited to:

1. the date any of the Policy's terms are changed;
2. when a division, subsidiary, or affiliated company is added to or terminated from the Policy;
3. when the number of insured persons changes by [25]% or more; or
4. when the geographic location of more than [25]% of the insured persons shifts from the originally insured location.

SECTION VI. - BENEFITS

A. TYPES OF COVERED SERVICES

For a complete list of Covered Services, see the Schedule of Covered Services set forth in Section XII.

B. WAITING PERIODS FOR CERTAIN SERVICES

Benefits for specific procedures will not be available to Employees or their Spouse and/or Dependent Child during the Waiting Periods indicated in the Schedule of Benefits. These Waiting Periods apply individually to each Insured Person under the Policy.

C. PARTICIPATING PROVIDER BENEFIT

[An Insured Person may choose any Dentist for services. However, the out-of pocket costs to the Insured Person may vary depending upon whether or not the Dentist is a Participating Provider. If a Participating Provider performs the Covered Services, the Insured Person's out-of pocket costs may be limited. Participating Providers agree by contract to accept the Negotiated Fee as payment in full for Covered Services.]

[In order to receive Benefits under the Policy, the Covered Services must be performed by a Participating Provider. The only time a Benefit for Covered Services performed by a Non-Participating Provider is in the event of a dental emergency. A dental emergency for the purpose of this section is an acute condition which in the opinion of the Company, occurs suddenly, is unexpected, usually includes pain, swelling or bleeding and demands immediate professional dental services. Participating Providers agree by contract to accept the Negotiated Fee as payment in full for Covered Services.]

D. DEDUCTIBLE

[A full year's Deductible will be used in determining benefits. The exact Effective Date of the Policy will have no effect on the amount of the Deductible. [In the event [3] members of a covered Employee's family each incur Covered Dental Expenses which individually satisfy the per person Deductible in the same [Policy] Year, the Deductible will be waived for all other members of Employee's family for the remainder of that [Policy] Year and will not be subtracted from the Benefit payable.]]

[A Lifetime Deductible will be used in determining benefits. [In the event [3] members of a covered Employee's family each incur Covered Dental Expenses which individually satisfy the per person Deductible, the Deductible will be waived for all other members of Employee's family and will not be subtracted from the Benefit payable.]]

The Deductible paid by the Insured Person will apply to both the In-Network and Out-of-Network Deductible requirements.

E. ANNUAL MAXIMUM BENEFIT

The payment of Benefits under the Policy will be limited to the In-Network Annual Maximum Benefit indicated in the Schedule of Benefits. The In-Network Annual Maximum Benefit is inclusive of the Out-of-Network Annual Maximum Benefit; therefore, the difference between the Annual Maximum Benefit for In-Network services and the Annual Maximum Benefit for Out-of-Network services is available only for In-Network services. A full year's Annual Maximum Benefit will be utilized in determining benefits under the Policy, regardless of the amount of benefits which may have been paid during the same [Policy] Year by any prior plan.

F. PREDETERMINATION OF BENEFITS

Whenever the estimated cost of a recommended dental Treatment Plan exceeds [\$250], the Treatment Plan should be submitted to Shenandoah Life for its review before treatment begins. The Treatment Plan should be accompanied by supporting pre-operative X-rays and any other appropriate diagnostic materials as requested by Shenandoah Life or its dental consultants.

Shenandoah Life will notify the Insured Person and the attending Dentist of the benefits payable based upon the Treatment Plan. In determining the amount of benefits payable, consideration will be given to alternate procedures that may accomplish a professionally satisfactory result. If the Insured Person and his Dentist decide on a more expensive method of treatment than that predetermined by Shenandoah Life or if the Insured Person fails to submit a Treatment Plan which exceeds [\$250] for predetermination, benefits will be limited to those allowed for the least expensive method of treatment and only up to the Policy liability for the least expensive method of treatment. The excess amount will not be paid by Shenandoah Life. THIS MAY RESULT IN SIGNIFICANT OUT-OF-POCKET EXPENSE TO THE INSURED PERSON.

SECTION VI. - BENEFITS

(Continued)

G. ALTERNATE BENEFITS

There is often more than one service or supply that can be used to treat a dental problem or disease. In determining the benefits payable on a claim, different materials and methods of treatment will be considered. The Covered Dental Expense will be limited to the Benefit available for the least costly service which meets broadly accepted standards of dental care as determined by Shenandoah Life. If the Insured Person and/or his Dentist decide on a more costly procedure or material than Shenandoah Life has determined to be satisfactory for the treatment of the condition, Shenandoah Life will pay a benefit toward the cost of the selected procedure or material; however, payment will be limited as indicated above and will be subject to any applicable Waiting Periods for the procedure actually performed and any Deductible or Coinsurance for the least costly treatment. The excess amount will not be paid by Shenandoah Life.

H. UNBUNDLING

When certain complicated dental procedures are performed, other less extensive procedures are performed at the same time, as component parts of the primary procedure. For benefit purposes under the Policy, these less extensive procedures are considered to be integral components of the primary procedure. Even if the Dentist bills separately for the primary procedure and each of its component parts, the total benefit payable for **all** related charges will be limited to the maximum benefit payable for the primary procedure.

I. BENEFITS AFTER TERMINATION OF INSURANCE

Benefits for Covered Services for which the Date Completed is after the Insured Person's termination date of coverage will be available if the Date Started for the Covered Services is prior to the termination date of coverage and if the Date Completed for the Covered Services is within 31 days of the termination date.

Benefits for treatment for which the Date Completed is after the termination date of the Insured Person's coverage will be available only if the Policy is in effect on the Date Completed.

J. PROGNOSIS

Benefits will only be considered for payment for those services which, in the opinion of Shenandoah Life, may reasonably be expected to successfully correct the Insured Person's dental condition for a period of at least 3 years.

K. BENEFITS FOR TEMPORARY SERVICES

Temporary dental services will be considered an integral part of the final dental service rather than as a separate service. The combined benefit payable for a temporary service and the final dental service shall be limited to the maximum benefit payable for the final dental service.

L. TIME OF PAYMENT

All benefits under the Policy will be paid promptly as they become payable. However, no benefits will be paid until the required proof of loss has been submitted to Shenandoah Life for covered expenses incurred during a period of time for which the Premium has been paid.

SECTION VII. - CLAIMS

A. NOTICE OF CLAIM

Within 20 days of, or as soon as reasonably possible after, the Date Completed for each Covered Service under the Policy, Shenandoah Life must receive a written notice of claim for benefits. Such notice must be sent by the Employee or his authorized representative to the Home Office stating the Policy number, the Employee's certificate number and the identity of the Insured Person who received the service. Upon receipt of such Notice, Shenandoah shall send the Employee a Dental Claim Form within 15 days.

Notice of Claim is not required in the event the Employee or his authorized representative timely files a Dental Claim Form with Shenandoah in accordance with the following provisions. Participating Providers will complete and send claims directly to the Company for processing.

B. DENTAL CLAIM FORM

A completed Dental Claim Form must be submitted to Shenandoah Life at its Home Office within 90 days of the Date Completed for each Covered Service. In addition to the completed Dental Claim Form, Employee must also submit the actual itemized bills for such service if charges are not itemized on the Dental Claim Form. Shenandoah Life shall also have the right to require such additional information as it deems necessary to aid in the determination of benefits payable under the Policy. The additional information required shall include, but not be limited to, the following:

1. A complete dental charting showing extractions, missing teeth, fillings, prostheses, periodontal pocket depths, orthodontic relationships, and the date of any work previously performed.
2. An itemized bill for all dental care.
3. Pre-operative X-rays, study models, laboratory and/or hospital reports.
4. An oral examination of the Insured Person by a Dentist designated by and at Shenandoah Life's expense.

With the exception of an oral examination required by Shenandoah Life, any additional cost associated with providing satisfactory proof of loss is the responsibility of the Insured Person.

C. CLAIMS TIMELINESS

A claim must be submitted to Shenandoah Life within 90 days of the Date Completed. However, if an Employee's coverage terminates for any reason, all claims must be submitted to Shenandoah Life within 90 days of the termination date.

A claim will not be invalidated or reduced if it is shown that the claim was submitted as soon as reasonably possible. In no event, however, will a claim be accepted later than one year after the Date Completed unless the Employee had no legal capacity to file the claim. If there is unreasonable delay in submitting the claim, the claim will be invalid.

SECTION VII. - CLAIMS

(Continued)

D. APPEAL OF ADVERSE BENEFIT DETERMINATION

Employee will be sent a written notice of any adverse benefit determination. This written notice will:

1. give the specific reason(s) for the adverse determination;
2. make specific reference to the Policy provisions on which the adverse determination is based;
3. provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary;
4. provide an explanation of the claim review procedures and the time limits applicable to such procedures;
5. contain a statement of any internal rule, guideline, protocol or other similar criteria that was relied upon in making the adverse determination, and that a copy will be provided free of charge upon request; and
6. provide an explanation of any scientific or clinical judgment for the adverse determination if it was based on medical necessity or experimental treatment, and that a copy will be provided free of charge upon request.

On any denied claim, Employee or his authorized representative may, within 180 days, appeal to Shenandoah Life for a full and fair review of the claim.

E. FRAUDULENT CLAIM SUBMISSION

If any Insured Person or his authorized representative knowingly submits or participates in the submission of a claim for benefits which contains false or misleading information that would have the effect of increasing the benefit payable under the Policy, Shenandoah Life shall have a right to revoke that Insured Person's certificate of insurance retroactive to the date of the submission of the claim, without prejudicing any other right or remedy which might later be available under law.

SECTION VIII. - GENERAL PROVISIONS

A. INDIVIDUAL CERTIFICATE

Shenandoah Life will provide to the Policyholder an Individual Certificate for each Employee insured under the Policy. The Certificate summarizes the benefits provided by the Policy. We shall send the certificate, riders and revisions, if any, to the Policyholder. The Policyholder is responsible for the timely delivery of such certificate, riders and any revisions to each insured Employee.

B. INCONTESTABILITY

Shenandoah Life cannot contest the validity of the Policy as to any Insured Person's coverage which has been in force under the Policy for 2 years during the lifetime of that Insured Person, except for fraud or nonpayment of Premium. No statement made by any Insured Person will be used in contesting the validity of the insurance with respect to which such statement was made unless it is contained in a written statement signed by him.

C. ASSIGNABILITY

The insurance provided under the Policy is not assignable. However, the Employee may assign any benefit payable under the Policy for dental treatment to the Dentist who provided the treatment.

D. MISSTATEMENTS

If any relevant fact as to a Person to whom this insurance relates is found to have been misstated, the true facts will be used to determine whether the insurance is in force under the Policy and in what amount. If the error has an effect on the Premium Rate, an adjustment of the Premium due will be made.

E. CLERICAL ERROR

A clerical error in record keeping will not invalidate insurance otherwise validly in force nor continue insurance otherwise validly terminated. Upon discovery of such error, a fair adjustment of Premium will be made.

F. ENTIRE CONTRACT; STATEMENTS

The Policy and the Group Application form the entire contract of the parties. A copy of the Group Application shall be attached to the Policy at issue.

All statements, in the absence of fraud, made by the Policyholder or by any Insured Person will be deemed representations and not warranties. No statement made by any Insured Person will be used in any contest or in defense of a claim unless a copy of the instrument containing the statement is or has been furnished to the Person making the statement, or to his beneficiary or personal representative.

G. SUBSEQUENT EMPLOYEES

Eligible Subsequent Employees may be added periodically to the Policy in accordance with the terms herein.

SECTION VIII. - GENERAL PROVISIONS

(Continued)

H. CHANGES IN THE POLICY

The terms of the Policy and the coverage provided under it may be amended or changed at any time by written agreement between the Policyholder and Shenandoah Life. Changes to the Policy are subject to the laws of the state in which it is delivered. Only an Officer of Shenandoah Life has the authority to change, modify or waive the provisions of the Policy, and then only in writing and approved by the President, Secretary, Vice President or Assistant Secretary. Shenandoah Life will not be bound by any promise or representation heretofore or hereafter made by or to any agent or person other than as specified in this paragraph.

In the event the Policy is amended by changes which affect the description of the essential features of the insurance under the Policy, an amendment or revised Certificate reflecting such changes will be issued to the Policyholder for delivery to the Insured Employees.

I. DISCRETIONARY AUTHORITY

In making any benefits determination under the Policy, Shenandoah Life will have the discretionary authority both to determine an Insured Person's eligibility for benefits and to construe the terms of the Policy.

J. CONFORMITY WITH STATE STATUTES

Any provision of the Policy which, on the Policy Effective Date, is in conflict with the laws of the state in which it was delivered, is amended to conform to the minimum requirements of such laws.

K. LEGAL ACTIONS

No action in law or in equity will be brought to recover under the Policy prior to 60 days after proof of loss has been provided to Shenandoah Life, nor will such action be brought at all unless brought within 3 years from the expiration of the time within which proof of loss is required.

L. TIME LIMITATIONS

If any time limitation of the Policy with respect to giving notice of claim, furnishing proof of loss, or bringing an action in law or in equity is less than that permitted by the law of the state in which the Employee resides at the time the Policy is issued, such limitation is hereby extended to agree with the minimum permitted by such law.

M. NON-WAIVER OF POLICY PROVISIONS

Shenandoah Life's failure to enforce Policy provisions will not waive, modify, or void the Policy provisions for any future occurrence.

N. CLAIMS EXPERIENCE RECORD

Within 30 days of a request, Shenandoah Life shall provide the Policyholder a complete record of the Policyholder's claims experience incurred under the Policy. This record shall include all claims incurred for the lesser of:

1. the period of time since the Policy was issued or issued for delivery, or
2. the period of time since the Policy was last renewed, reissued or extended.

SECTION IX. - DUPLICATE COVERAGE AND COORDINATION OF BENEFITS

A. DEFINITIONS

The following definitions apply only to this Section IX.

1. **ALLOWABLE EXPENSE** means any necessary, reasonable and customary expense, which is at least partly covered under at least one of the Plans covering the Insured Person. When a Plan provides Benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered during the Claim Period will be considered an Allowable Expense.
2. **BENEFIT** means any amount paid or service provided to the Insured Person in accordance with the provisions of the Policy or any Other Plan.
3. **OTHER PLAN or PLAN** means any of the following plans which provide full or partial benefits or services for hospital, surgical, or dental care or treatment: (a) group insurance coverage; (b) group service plan contract, group practice, group individual practice and other group prepayment coverages; and (c) group coverage under labor-management trusted plans, union welfare plans, employer organization plans, employee benefit organization plans or self-insured employee benefit plans. The term Other Plan refers separately to each agreement, policy, contract or other arrangement which reserves the right to take the services and benefits of Other Plans into consideration in determining its benefits.

Other Plan does not include Medicaid or any other government program or coverage which is not allowed to be coordinated by law. Plan also does not include blanket school accident-type coverage.

4. **PRIMARY PLAN** means that Plan whose Benefits are determined before those of the Other Plan and without considering the Other Plan's benefits. When there are two or more Plans covering the Insured, one Plan is considered Primary as to one or more Other Plans.
5. **SECONDARY PLAN** means that Plan or Plans whose benefits are considered for payment in relationship to the Primary Plan and any other Secondary Plans and the Allowable Expense for a covered service.

B. ORDER OF BENEFITS DETERMINATION

This provision applies in determining the benefits of an Insured Person under this Plan when the Insured Person is covered under more than one Plan.

1. If a Plan has no Coordination of Benefits provision it is considered Primary and is to pay benefits before a Plan that contains such provision.
2. A Plan that covers a person other than as a dependent is a Primary Plan to any Plan(s) that covers a person as a dependent.
3. Except for dependent children of parents who are separated or divorced, a Plan that covers a child as a dependent of a person whose birthday falls earliest in the calendar year is considered to pay its benefits before that of a Plan that covers that person as a dependent of a person whose birth date occurs later in a calendar year. If both parents have the same birthday, the benefits of the Plan which covered one parent longer is considered to pay its benefits first. If either Plan does not contain the rule of this paragraph 3, such rule will not apply and the rule contained in the Plan which does not have the rule will determine the order of benefits.

SECTION IX. - DUPLICATE COVERAGE AND COORDINATION OF BENEFITS

(Continued)

4. For dependent children of parents who are divorced or separated;
 - a. if the parent with physical custody of that child has not remarried, a Plan that covers the child as a dependent of that parent is considered to pay its benefits before a Plan that covers that child as a dependent of the parent without physical custody;
 - b. if the parent with physical custody of the child has remarried:
 - 1) a Plan that covers that child as a dependent of that parent is considered to pay its benefits before a Plan that covers that child as a dependent of the stepparent;
 - 2) a Plan that covers that child as a dependent of the stepparent is considered to pay its benefits before a Plan that covers that child as a dependent of the parent without physical custody;
 - c. notwithstanding the foregoing, if there is a court decree that sets responsibility for that child's health care, a Plan that covers that child as a dependent of the parent with such responsibility is considered to pay its benefits before any other Plan that covers that child as a dependent;
 - d. notwithstanding the provisions of subsections a. and b. above, if there is court decree stating that the parents shall share joint physical custody and the decree does not specifically state which parent is responsible for the health care expenses of the child the order of determination set forth in paragraph 3, above, shall apply.
5. If none of the above applies, then the Plan which has covered the Insured Person longer will pay first. However, a Plan covering the Insured Person as a laid off or retired Employee, or a dependent of such an Employee, will pay after a Plan covering an Insured Person on some other basis.

C. RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION

When Benefits are claimed under this Plan, the Insured Person must give Shenandoah Life information about other coverages which may be used to apply this provision. Shenandoah Life has the right to release to, or obtain from, an organization or person the information needed to apply this provision.

D. FACILITY OF PAYMENT

Shenandoah Life has the right to pay to an organization the amounts needed to meet the intent of this provision. Any Benefits paid to such an organization under this provision will fully discharge Shenandoah Life from all further liability to the extent of the Benefits paid.

E. RIGHT OF RECOVERY

If payments are made by Shenandoah Life under this Plan which should have been made by another Plan, Shenandoah Life has the right to collect such excess from the person to or for whom the benefits were made, another insurance company, or any other organization.

F. MAXIMUM PAYMENT

In no event will the Insured Person be entitled to receive benefits for a Covered Service from Shenandoah Life, which when combined with payments made by Other Plans exceeds the Allowable Expense for such Covered Service.

SECTION X. - LIMITED CONTINUATION OF COVERAGE

The following provisions are added to the Policy to comply with the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended. These provisions apply when Dental Insurance is provided by an Employer with 20 or more Employees (as defined by COBRA). Any further changes made to the COBRA continuation requirements will automatically apply to these continuation provisions.

If an Employee or dependent becomes ineligible for coverage under the Policy as a result of a Qualifying Event shown below, while the Policy is in force, this insurance may be continued in accordance with the following provisions.

A. QUALIFYING EVENTS

Qualifying Events include the following events, which would otherwise result in loss of coverage under the Policy:

1. the Employee's death;
2. termination of the Employee's employment (except for gross misconduct) or a reduction of his hours below the minimum for eligibility;
3. the Employee's divorce or legal separation;
4. the Employee becoming eligible for benefits under Medicare; or
5. a Dependent Child ceasing to be eligible under the terms of the Policy.

B. MAXIMUM PERIOD OF CONTINUED COVERAGE

1. The Maximum Period of Continued Coverage for the Employee and his dependents as a result of the Employee's termination of employment or reduction of hours is 18 months from the date of such event. The following exceptions apply to the 18 month period;
 - a. If an Employee is disabled (as defined by Title II or XVI of the Social Security Act) when his employment terminates, and he is covered for Social Security Disability Income benefits, the Maximum Period of Continued Coverage for that Employee and his dependents will be 29 months from the date the employment terminates. The Employee must send Shenandoah Life a copy of the Social Security office's letter within 60 days after the date of the disability determination (and before the 18 month period of continued coverage expires). The Employee must also send the Company a copy of the Social Security office's letter within 30 days after they determine that the Employee is no longer disabled.
 - b. If the Employee's dependent has a subsequent Qualifying Event occur during the 18 month period of continued coverage, that dependent's coverage may be extended. The maximum period of that dependent's continued coverage as a result of such subsequent Qualifying Event will be 36 months from the date of the Employee's termination of employment or reduction of hours.
2. The Maximum Period of Continued Coverage for an Employee's dependents as a result of any Qualifying Event (other than Employee's termination of employment or reduction in hours) is 36 months from the date of the Qualifying Event. If a subsequent Qualifying Event occurs during the 36 month period of continued coverage, coverage will not be extended beyond the end of the 36 months.

SECTION X. - LIMITED CONTINUATION OF COVERAGE

(Continued)

C. ELECTION OF CONTINUATION

1. It is the responsibility of the Employee or dependent to notify the Policyholder of the occurrence of a Qualifying Event other than termination of employment or reduction in hours within 60 days of such event.
2. It is the responsibility of the Employer to provide the individual qualified to continue coverage, written notice of his right to continue coverage under this Section. Such notice shall also contain the amount of the monthly premium the individual must pay to continue such coverage and the time and manner in which such monthly payments must be made.
3. To continue coverage under the Policy, the Employee or his dependents must notify the Employer of his election within 60 days of the latest of:
 - a. the date of the Qualifying Event;
 - b. the date of the loss of coverage; or
 - c. the date the Employer sends notice of the right to continue coverage.
4. Payment for the cost of insurance for the period preceding the election must be made to the Employer within 45 days after the date of such election. Subsequent payments are to be made to the Employer in the manner described by the Employer in the notice. The Employer will remit all payments to Shenandoah Life.

D. TERMINATION OF CONTINUED COVERAGE

Continued coverage will end at the earliest of the following dates:

1. the end of the maximum period of continued coverage set forth in subsection B. above;
2. the date on which the Employer ceases to provide any group dental plan;
3. if an Employee or dependent fails to make a premium payment when due, the last day of the period of coverage for which premiums have been paid;
4. the date on which the Employee or dependent becomes covered under any other group dental plan or becomes eligible for benefits under Medicare.

SECTION XI. - EXCLUSIONS

Covered Dental Expenses do not include and no benefits shall be payable under the Policy for:

1. Procedures which are not included in the Schedule of Covered Services; which are not Necessary; which do not have uniform professional endorsement, or are experimental or investigational in nature; or for which a charge would not have been made in the absence of insurance.
2. Any procedure, service, supply or appliance which may not reasonably be expected to successfully correct the Person's dental condition for a period of at least 3 years, as determined by Shenandoah Life.
3. Crowns, inlays, cast restorations, or other laboratory prepared restorations on teeth which may be restored with an amalgam or composite resin filling.
4. Crowns, inlays, cast restorations or other laboratory prepared restorations required primarily to restore teeth damaged by attrition, abrasion or erosion.
5. Any procedure, service, supply or appliance used primarily for the purpose of splinting.
6. Any procedure, service, supply or appliance, the sole or primary purpose of which relates to the change or maintenance of vertical dimension; the alteration or restoration of occlusion; bite registration; or bite analysis.
7. Any procedure, service, or supply provided primarily for cosmetic purposes. Facings on crowns or bridge units on molar teeth shall always be considered cosmetic.
8. The initial placement of a full denture or partial denture unless it includes the replacement of a Functioning Natural Tooth extracted while the Person is insured under the Policy.
9. The initial placement of an endosteal implant or fixed bridge including a resin bonded bridge, unless it includes the replacement of a Functioning Natural Tooth extracted while the Person is insured under the Policy, provided that tooth was not an abutment to an existing partial denture that is less than [5] years old or to an existing fixed bridge which is less than [7] years old ([5] years for a resin bonded bridge). If a single bridge replaces a tooth that was missing on the date that the Person's insurance became effective in addition to a tooth that was extracted on or after the Person's Effective Date, benefits are payable only for the replacement of the tooth (teeth) which was extracted while the Person was insured under the Policy.
10. Replacement of a partial denture, full denture, endosteal implant or fixed bridge (including a resin bonded bridge) or the addition of teeth to a partial denture unless:
 - a. Replacement occurs at least [5] years after the initial date of insertion of the current full or partial denture or resin bonded bridge; or
 - b. Replacement occurs at least [7] years after the initial date of insertion of an existing implant or fixed bridge; or
 - c. The replacement prosthesis or the addition of a tooth to a partial denture is required by the Necessary extraction of a Functioning Natural Tooth while the Person is insured under the Policy.
11. Replacement of a partial or full denture which can be restored to function.
12. Replacement of a crown, cast restoration, inlay, onlay or other laboratory prepared restoration unless [[7] years have passed since initial insertion date and] necessitated by major decay or fracture of the underlying natural tooth.
13. The replacement of teeth beyond the normal complement of 32.
14. Charges for sterilization of equipment, use of latex gloves or other barriers, disposal of medical waste or other requirements mandated by OSHA or other regulatory agencies.

SECTION XI. - EXCLUSIONS

(Continued)

15. Athletic mouth guards, duplication of x-rays, myofunctional therapy, precision or semi-precision attachments, denture duplication, oral hygiene instruction, separate charges for acid etch, broken appointments, treatment of jaw fractures, orthognathic surgery, completion of claim forms, exams required by a third party, personal supplies (e.g. water pik, toothbrush, floss holder, etc.), or replacement of lost or stolen appliances.
16. Charges for travel time, transportation costs or professional advice given on the telephone.
17. The replacement of an existing partial denture with fixed bridgework unless upgrading to fixed bridgework is essential to the correction of the insured's dental condition.
18. Orthodontic treatment unless the Policy includes an Orthodontic Expense Rider.
19. Procedures that are a covered expense under any other plan established by the Policyholder which provides group hospital, surgical, or medical benefits whether or not on an insured basis.
20. Procedures performed by a Dentist who is a member of the insured's family. Insured's family is limited to a spouse, siblings, parents, children, grandparents, and the spouse's siblings and parents.
21. Any charges including ancillary charges, made by a hospital, ambulatory surgical center or similar facility.
22. Any procedure, service, or supply required directly or indirectly to diagnose or treat a muscular, neural, or skeletal disorder, dysfunction or disease of the temporomandibular joints or their associated structures.
23. Any charge for any treatment performed outside of the United States [or Canada] other than for Emergency Treatment. Any benefits for Emergency Treatment which is performed outside of the United States [or Canada] will be limited to a maximum of \$[200] (U.S.) per year.
24. Any charges related to a dental condition arising out of or in the course of work for wage or profit if the Policyholder is required or has the option to provide Workers' Compensation coverage and does not.
25. Any charges related to a dental condition covered by a Workers' Compensation Act or similar legislation.
26. Any charges related to a dental condition resulting from a self-inflicted injury.
- [27. Any charges related to a dental condition resulting from war, or any act of war, declared or undeclared or active participation in a riot or insurrection.]
- [28. Any Covered Service performed by a Non-participating Provider.]

FORGIVENESS OF COINSURANCE AND/OR DEDUCTIBLE

If any Dentist deliberately does not collect or forgives Coinsurance or Deductibles from an Insured Person, Shenandoah Life will invoke Exclusion 1. above and decline to pay any benefits since the Insured Person will have been excused from his obligation to pay for the services.

SECTION XII. - SCHEDULE OF COVERED SERVICES AND LIMITATIONS

The following is a complete list of those dental services which will be considered for payment by Shenandoah Life. These services must be Started while insured and Completed while insured or as provided in Section VI.H.

No payment will be made for any expense or any service not included in the list of Covered Dental Services. The services covered by the Policy have been placed in categories. A separate Coinsurance Rate, set forth in Section I., Schedule of Benefits, applies to each category and a Deductible applies as set forth in Section I., Schedule of Benefits, and Section VI., Benefits.

Benefits are payable for actual charges, up to the maximum allowed by the Policy, incurred by an Insured Person for Necessary Covered Services performed by a Dentist. Benefits are payable only for Covered Dental Expenses actually made for a Covered Service that has been Completed while insured and following any applicable Waiting Period. Upon receipt of proof that an Insured Person has incurred Covered Dental Expense, Shenandoah Life will determine benefits payable as follows:

IN-NETWORK BENEFITS

1. Determine the lesser of the Dentist's actual fee and the Negotiated Fee for each procedure (this is the Covered Dental Expense).
2. Total the above amounts separately for each category of Covered Dental Expenses.
3. Subtract the In-Network Deductible amount from the appropriate category. The Deductible will be applied to the claims in the order in which the claims are received by Shenandoah Life. If more than one claim is received on the same date, the Deductible will be applied in chronological order according to the order in which the claims are processed by Shenandoah Life.
4. Determine the In-Network Coinsurance Rate for each category of Covered Dental Expense.
5. Multiply the result obtained in step 3 above for each category of Covered Dental Expense by the appropriate Coinsurance Rate.
6. Total the results of step 5 above. Any payment is subject to the In-Network Annual Maximum Benefit and all other Policy provisions.

The Insured Person shall not be responsible for the difference between the Dentist's actual fee and the Negotiated Fee.

OUT-OF-NETWORK BENEFITS

1. Determine the lesser of the Dentist's actual fee and the [Prevailing] [Negotiated] Fee for each procedure.
2. Total the above amounts separately for each category of Covered Dental Expenses.
3. Subtract the Out-of-Network Deductible amount from the appropriate category. The Deductible will be applied to the claims in the order in which the claims are received by Shenandoah Life. If more than one claim is received on the same date, the Deductible will be applied in chronological order according to the order in which the claims are processed by Shenandoah Life.
4. Determine the Out-of-Network Coinsurance Rate for each category of Covered Dental Expense.
5. Multiply the result obtained in step 3 above for each category of Covered Dental Expense by the appropriate Coinsurance Rate.
6. Total the results of step 5 above. Any payment is subject to the Out-of-Network Annual Maximum Benefit and all other Policy provisions.]

Under the Policy, Shenandoah Life will pay for certain Covered Services on a limited frequency. These limitations which apply to those Covered Services are indicated in the following Schedule of Covered Services.

SECTION XII. - SCHEDULE OF COVERED SERVICES AND LIMITATIONS

(Continued)

[TYPE I - PREVENTIVE SERVICES]

| <u>Procedure</u> | <u>Limitation</u> |
|---------------------------------------|---|
| [Periodic/Limited] Oral Evaluation | Limited to [one time in any 6 consecutive month period.] The benefit for this procedure will be based on the amount payable for a periodic oral evaluation. |
| [Comprehensive Oral Evaluation | Limited to one time in any [24] consecutive month period. This procedure also counts towards the frequency limitation for periodic/limited oral evaluations.] |
| Bitewing Films | Limited to [one set in any 12 consecutive month period.] Limited to a maximum of [4] films per set. |
| Dental Prophylaxis | Limited to [one prophylaxis or periodontal maintenance procedure in any 6 consecutive month period.] |
| Topical Fluoride Treatment | Limited to [one time in any 12 consecutive month period. Limited to children under the age of 16.] |
| Sealants | Limited to one time per tooth in any [3 consecutive year period. Allowed only for unrestored permanent molar teeth for children under the age of 16.] |
| Space Maintainer | Limited to [children] under the age of [16]. Benefit includes all adjustments made within 6 months of installation. |
| Harmful Habit Appliance Therapy | Limited to one time per person. Limited to [children] under the age of [16]. |

TYPE I - DIAGNOSTIC SERVICES

| <u>Procedure</u> | <u>Limitation</u> |
|--|---|
| Complete Mouth Series and/or Panoramic Film | Limited to one occurrence of either procedure in any [60] consecutive month period. For benefit determination purposes, a full mouth series will be deemed to include bitewings and 10 or more periapical x-rays. |
| Intraoral Periapical Film | Limited to a maximum of 4 films, which are not a part of a full mouth series, in any [12 consecutive month period.] |
| Intraoral Occlusal Film | Limited to 2 films in any [12 consecutive month period.] |
| Extraoral Film | Limited to 2 films in any [12 consecutive month period.]] |

SECTION XII. - SCHEDULE OF COVERED SERVICES AND LIMITATIONS

(Continued)

[TYPE II - BASIC RESTORATIVE

| <u>Procedure</u> | <u>Limitation</u> |
|--|--|
| Amalgam Restorations | Benefits for the replacement of an existing amalgam restoration are only payable if at least 24 months have passed since the existing amalgam was placed. |
| Resin-based Composite Restorations | Restorations which involve either the mesial or distal surface will be considered single surface restorations unless the incisal angle is also involved. Benefits for the replacement of an existing composite restoration are payable only if 24 months have passed since the existing filling was placed. [Benefits for composite resin restorations on posterior teeth will be based on the benefit for the corresponding amalgam restoration.] |
| Prefabricated Stainless Steel Crowns; Prefabricated Resin Crowns | Covered only when the tooth cannot be restored by a filling and then only one time in a [3] year period. Limited to children under the age of 16. Prefabricated Esthetic Coated Stainless Steel Crowns are covered for anterior primary teeth only. [In addition, these procedures are considered with Major Restorative services for persons age 16 and over.] |
| Sedative Filling | Not payable in addition to palliative treatment on the same date. |
| Pin Retention - Per Tooth, In Addition To Restoration | Covered only in conjunction with an amalgam or composite restoration. Payable one time per restoration regardless of the number of pins used. |

TYPE II - NON-SURGICAL EXTRACTIONS

| <u>Procedure</u> | <u>Limitation</u> |
|--------------------------|---|
| Non-Surgical Extractions | The benefit includes an allowance for local anesthesia and routine post-operative care. |

TYPE II - COMPLEX ORAL SURGERY

| <u>Procedure</u> | <u>Limitation</u> |
|--|--|
| Surgical Removal of Erupted Tooth | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Removal of Impacted Tooth | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Surgical Removal of Residual Tooth Roots | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Alveoloplasty | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Vestibuloplasty | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Incision and Drainage | The benefit includes an allowance for local anesthesia and routine post-operative care.] |

SECTION XII. - SCHEDULE OF COVERED SERVICES AND LIMITATIONS

(Continued)

[TYPE II - COMPLEX ORAL SURGERY (Continued)]

| <u>Procedure</u> | <u>Limitation</u> |
|--|---|
| Oroantral Fistula Closure | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Tooth Reimplantation and/or Stabilization of Accidentally Evulsed or Displaced Tooth | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Surgical Access of an Unerupted Tooth | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Biopsy of Oral Tissue | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Surgical Excision of Soft Tissue Lesions | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Surgical Excision of Intra-Osseous Lesions | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Excision of Bone Tissue | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Removal of Foreign Body | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Maxillary Sinusotomy for Removal of Tooth Fragment or Foreign Body | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Frenulectomy/Frenuloplasty | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Excision of Hyperplastic Tissue - Per Arch | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Excision of Pericoronal Gingiva | The benefit includes an allowance for local anesthesia and routine post-operative care. |
| Deep Sedation/ General Anesthesia | Paid as a separate benefit [only when Medically Necessary, as determined by Shenandoah Life, and] when administered in conjunction with complex oral surgical procedures which are covered under the Policy. |
| Intravenous Conscious Sedation/Analgesia | Paid as a separate benefit [only when Medically Necessary, as determined by Shenandoah Life, and] when administered in conjunction with complex oral surgical procedures which are covered under the Policy.] |

SECTION XII. - SCHEDULE OF COVERED SERVICES AND LIMITATIONS

(Continued)

[TYPE II - ENDODONTICS]

| <u>Procedure</u> | <u>Limitation</u> |
|--|---|
| Pulpotomy | Payable for deciduous teeth only. |
| Pulpal Therapy - Primary Teeth | Includes all pre-operative, operative and post-operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia and routine follow-up care. Payable once per tooth. |
| Anterior Root Canal; Bicuspid Root Canal; Molar Root Canal | Includes all pre-operative, operative and post operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia, and routine follow-up care. Payable once per tooth. |
| Endodontic Retreatment | Includes all pre-operative, operative and post operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia, and routine follow-up care. Coverage is limited to service dates more than [5] years after root canal therapy. Payable once per tooth. |
| Apexification/Recalcification Procedures | Includes all pre-operative, operative and post operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia, and routine follow-up care. A maximum of 3 visits per tooth payable. |
| Apicoectomy/Periradicular Surgery | Includes all pre-operative, operative and post operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia, and routine follow-up care. |
| Retrograde Filling (per root) | Includes all pre-operative, operative and post operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia, and routine follow-up care. |
| Root Amputation (per root) | Includes all pre-operative, operative and post operative x-rays, bacteriologic cultures, diagnostic tests, local anesthesia, and routine follow-up care. |
| Hemisection | Includes separation of a multi-rooted tooth into separate sections containing the root and the overlying portion of the crown. It may include the removal of one or more of those sections. Procedure includes local anesthesia and routine post-operative care. |

TYPE II - NON-SURGICAL PERIODONTICS

| <u>Procedure</u> | <u>Limitation</u> |
|---|---|
| Periodontal Scaling and Root Planing - Per Quadrant | Limited to one time per quadrant of the mouth in any [36] consecutive month period. |
| Periodontal Maintenance | Payable [only if at least 6 months have passed since the completion of active periodontal surgery. Only one periodontal maintenance procedure or adult prophylaxis is payable in any 6 consecutive month period.] This procedure includes an allowance for an exam and scaling and root planing. |
| Full Mouth Debridement | Limited to one time in any 36 consecutive month period. Payable only if no other procedure is rendered during same visit.] |

SECTION XII. - SCHEDULE OF COVERED SERVICES AND LIMITATIONS

(Continued)

[TYPE II - SURGICAL PERIODONTICS]

| <u>Procedure</u> | <u>Limitation</u> |
|---|---|
| Gingivectomy or Gingivoplasty | Only one periodontal surgical procedure is covered per area of the mouth in any 36 consecutive month period. |
| Gingival Flap Procedure Including Root Planing | Only one periodontal surgical procedure is covered per area of the mouth in any 36 consecutive month period. |
| Clinical Crown Lengthening - Hard Tissue | None |
| Osseous Surgery | Only one periodontal surgical procedure is covered per area of the mouth in any 36 consecutive month period. |
| Bone Replacement Graft - First Site in Quadrant | None |
| Bone Replacement Graft - Each Additional Site in Quadrant | None |
| Biologic Materials To Aid in Soft and Osseous Tissue Regeneration | Only one periodontal surgical procedure is covered per area of the mouth in any 36 consecutive month period. |
| Guided Tissue Regeneration - Resorbable Barrier - Per Site, Per Tooth | Only one periodontal surgical procedure is covered per area of the mouth in any 36 consecutive month period. Not payable as a discrete procedure if performed during the same operative session as osseous surgery. |
| Guided Tissue Regeneration - Nonresorbable Barrier - Per Site, Per Tooth (Includes Membrane Removal) | Only one periodontal surgical procedure is covered per area of the mouth in any 36 consecutive month period. Not payable as a discrete procedure if performed during the same operative session as osseous surgery. |
| Pedicle Soft Tissue Graft Procedure | None |
| Free Soft Tissue Graft Procedure (Including Donor Site Surgery) | None |
| Subepithelial Connective Tissue Graft Procedure (Including Donor Site Surgery) | None |
| Distal or Proximal Wedge Procedure (When Not Performed in Conjunction With Surgical Procedures in the Same Anatomical Area) | None] |

SECTION XII. - SCHEDULE OF COVERED SERVICES AND LIMITATIONS

(Continued)

[TYPE II - ADJUNCTIVE GENERAL SERVICES

| <u>Procedure</u> | <u>Limitation</u> |
|--|---|
| Palliative (Emergency) Treatment of Dental Pain- Minor Procedure | Paid as a separate benefit only if no definitive operative procedure, including sedative filling, is rendered during the visit. |
| Therapeutic Drug Injections, By Report | None |
| Occlusal Guard, By Report | Limited to one appliance in any 24 consecutive month period. Covered only in conjunction with a diagnosis of bruxism. |

TYPE III - MAJOR RESTORATIVE

| <u>Procedure</u> | <u>Limitation</u> |
|-------------------------|--|
| Diagnostic Casts | Not covered for Orthodontic evaluation. Limited to one time in any 36 consecutive month period and only if diagnostic casts are required for extensive bilateral prosthetic dentistry other than dentures. |
| Inlay Restorations | Covered only when the tooth cannot be restored by an amalgam or composite resin filling, and then only if more than [7] years have elapsed since last placement. |
| Onlay Restorations | Covered only when the tooth cannot be restored by an amalgam or composite resin filling, and then only if more than [7] years have elapsed since last placement. |

Crowns - Single Restorations:

| | |
|---|---|
| Crown - Resin-Based Composite (Indirect); Crown - 3/4 Resin-Based Composite (Indirect); Crown - Resin with High Noble Metal; Crown - Resin with Predominantly Base Metal; Crown - Resin with Noble Metal; Crown - Porcelain/Ceramic Substrate; Crown - Porcelain Fused to High Noble Metal; Crown - Porcelain Fused to Predominantly Base Metal; Crown - Porcelain Fused to Noble Metal; Crown - 3/4 Cast High Noble Metal; Crown - 3/4 Cast Predominantly Base Metal; Crown - 3/4 Cast Noble Metal; Crown - 3/4 Porcelain/Ceramic; Crown - Full Cast High Noble Metal; Crown - Full Cast Predominantly Base Metal; Crown - Full Cast Noble Metal; Crown - Titanium | Covered only when the tooth cannot be restored by an amalgam or composite resin filling, and then only if more than [7] years have elapsed since the last placement. Crown benefits are based on the amount payable for non-precious metal substrates. Benefits for crowns on primary teeth are limited to Resin or Stainless Steel Crowns. [Provisional Crowns are not covered.] |
|---|---|

SECTION XII. - SCHEDULE OF COVERED SERVICES AND LIMITATIONS

(Continued)

[TYPE III - MAJOR RESTORATIVE (Continued)]

| <u>Procedure</u> | <u>Limitation</u> |
|--|---|
| Prefabricated Stainless Steel Crowns; Prefabricated Resin Crowns | Covered only when the tooth cannot be restored by an amalgam or composite resin filling, and then only if more than [7] years have elapsed since the last placement. If stainless steel/resin crown is replaced by a permanent crown within [7] years, the amount paid for the replacement crown will be reduced by the amount paid for the stainless steel/resin crown. Limited to persons age 16 and over. Prefabricated Esthetic Coated Stainless Steel Crowns are covered for anterior primary teeth only. [In addition, these procedures are considered with Basic Restorative services for persons under age 16.] |
| Core Buildup (in Conjunction With a Crown or Inlay) | Only those procedures required to obtain adequate resistance and retention for crown placement will be covered. Procedures involving replacement of tooth structure for purposes of pulpal insulation, undercut elimination, casting bulk reduction or for any purposes other than obtaining adequate retention are not covered. The benefit for a core buildup includes all pins and/or prefabricated posts. |
| Cast Post and Core in Addition to Crown; Prefabricated Post and Core in Addition to Crown | Covered only for endodontically treated teeth requiring a cast restoration for restorative purposes. |
| Complete Dentures (Including Routine Post-Delivery Care) | There are no additional benefits for personalized dentures or overdentures or associated procedures. Shenandoah Life will not pay for any denture until it is accepted by the patient. Limited to one time per arch per 5 years. Interim Complete Dentures are not covered. |
| Partial Dentures (Including Routine Post-Delivery Care) | There are no additional benefits for precision or semi-precision attachments. The benefit for a partial denture includes any clasps and rests and all teeth. Limited to one partial denture per arch per 5 years unless there is a Necessary extraction of an additional Functioning Natural Tooth. Interim Partial Dentures are not covered. |
| Rebasing Dentures | Limited to Rebasing done more than 12 months after the initial insertion, then not more than one time in any 36 consecutive month period. |
| Relining Dentures | Limited to Relining done more than 12 months after the initial insertion, then not more than one time in any 36 consecutive month period. |
| Endosteal Implants | Benefits for the replacement of an existing full or partial denture are payable only if the existing prosthesis is more than [5] years old, is not serviceable and cannot be repaired. Benefits for the replacement of an existing implant or fixed bridge are payable only if the existing prosthesis is more than [7] years old, is not serviceable, and cannot be repaired.] |

SECTION XII. - SCHEDULE OF COVERED SERVICES AND LIMITATIONS

(Continued)

[TYPE III - MAJOR RESTORATIVE (Continued)]

| <u>Procedure</u> | <u>Limitation</u> |
|--|---|
| Removal of Implant, By Report | Limited to the removal of an endosteal implant which was placed while the patient was covered under the Policy, is not serviceable, and cannot be repaired. |
| Implant Supported Prosthetics | Benefits for the replacement of an existing implant-supported prosthesis are payable only if the existing prosthesis is more than [7] years old, is not serviceable, and cannot be repaired. |
| Fixed Partial Denture Pontics; Fixed Partial Denture Retainers - Crowns; Fixed Partial Denture Retainers - Inlays/Onlays | Benefits for the replacement of an existing fixed bridge are payable only if the existing bridge is more than [7] years old, is not serviceable, and cannot be repaired unless there is a Necessary extraction of an additional Functioning Natural Tooth which was not an abutment to an existing denture that is less than [5] years old or an existing bridge that is less than [7] years old. Benefits for abutment crowns and pontics are based on the amount payable for non-precious metal substitutes. Provisional Pontics and Provisional Retainer Crowns are not covered. |
| Cast Metal Retainer for Resin Bonded Fixed Partial Denture | Benefits for the replacement of an existing resin bonded bridge are payable only if the existing resin bonded bridge is more than [5] years old, is not serviceable and cannot be repaired. |
| Cast Post and Core (in Conjunction With a Fixed Partial Denture) | Covered only for endodontically treated teeth which require a crown for restorative purposes or in order to serve as a retainer to a covered fixed or removable partial denture. |
| Core Buildup for Retainer (Including Any Pins) | Only those procedures required to obtain adequate resistance and retention for placement of a retainer that is covered under the Policy will be covered. Procedures involving replacement of tooth structure for purposes of pulpal insulation, undercut elimination, casting bulk reduction or for any other purposes other than obtaining adequate retention are not covered. The benefit for a core buildup includes all pins and/or prefabricated posts.] |

SECTION XII. - SCHEDULE OF COVERED SERVICES AND LIMITATIONS

(Continued)

[TYPE III - ADJUSTMENTS/REPAIRS]

| <u>Procedure</u> | <u>Limitation</u> |
|--|---|
| Re-Cement Crowns | None |
| Re-Cement Inlay, Onlay, or Partial Coverage Restoration | None |
| Re-Cement Fixed Partial Denture | None |
| Fixed Partial Denture Repair, By Report | Limited to repairs performed more than 12 months after initial insertion. |
| Crown Repair, By Report | Limited to repairs performed more than 12 months after initial insertion. |
| Denture Adjustments | Only covered one time in any 12 consecutive month period, and only if performed more than 12 months after the insertion of the denture. |
| Repairs to Complete Dentures; Repair Resin Denture Base; Repair Cast Framework; Repair or Replace Broken Clasp; Replace Broken Teeth - Per Tooth; Add Tooth to Existing Partial Denture; Add Clasp to Existing Partial Denture | Limited to repairs performed more than 12 months after initial insertion. |
| Tissue Conditioning - Maxillary or Mandibular | Payable only if at least 12 months have elapsed since the insertion of a full or partial denture and only once in any 36 consecutive month period.] |

[SECTION XIII. - SPECIAL PROVISIONS FOR PRIOR DENTAL COVERAGE]

These provisions apply to all Employees and their Spouse and/or Dependent Child(ren) of Policyholder who had previous coverage under a prior group insurance policy (referred to as the "Replaced Policy").

A. WAITING PERIODS

1. A portion of the Waiting Periods for certain services as set forth in the Schedule of Benefits, will be waived for any Employee and his Spouse and/or Dependent Child who are eligible for and have applied for coverage under the Policy on the Effective Date of the Policy, provided that the Employee or the Spouse and/or Dependent Child for whom the Waiting Period is to be waived was covered under the Replaced Policy which was in effect on the day before the effective date of the Policy and the Replaced Policy had coverage substantially equivalent to the coverage provided by the Policy. The portion of the Waiting Period waived will be equal to [100%] of the time during which the Replaced Policy was in effect for covered services with equivalent coverage.
2. For an Insured Person whose coverage becomes effective on or after the Effective Date of the Policy, a portion of the Waiting Periods for certain services as set forth in the Schedule of Benefits will be waived for that Insured Person, provided that the Insured Person for whom the Waiting Period is to be waived was covered under a Replaced Policy within [63] days of the effective date of coverage under the Policy and provided that the Replaced Policy had coverage substantially equivalent to the coverage for which a portion of the Waiting Period is to be waived. The portion of the Waiting Period to be waived will be equal to [100%] of the time during which the Insured Person was insured under the Replaced Policy for covered services with equivalent coverage.

B. CONTINUITY OF COVERAGE

1. If the Replaced Policy has a provision for extending benefits and Expenses for Covered Dental Services were Started while the Insured Person was covered under the Replaced Policy and was Completed during the Replaced Policy's extension of benefits period, no benefits will be paid by Shenandoah Life under the Policy.
2. If the Replaced Policy has a provision for extending benefits and Expenses for Covered Dental Services were Started while the Insured Person was covered under the Replaced Policy but not Completed during the Replaced Policy's extension of benefits period but after the Insured Person's Effective Date of coverage under the Policy, a prorated benefit will be paid by Shenandoah Life based upon the percentage of treatment performed after the expiration of the extension of benefits period.
3. If the Replaced Policy did not have a provision for extending benefits and Expenses for Covered Dental Services were Started while the Insured Person was covered under the Replaced Policy and was completed after the Insured Person's Effective Date of coverage under the Policy, a prorated benefit will be paid by Shenandoah Life based upon the percentage of treatment performed while the Insured Person was covered under the Policy.

C. MISSING TOOTH

1. If an Insured Person was insured under the Replaced Policy and that insurance was in force on the day before the Effective Date of the Policy and that Insured Person is covered under the Policy on its Effective Date, and a claim is received by Shenandoah Life for the replacement of a tooth which was extracted during the last 12 months of the Insured Person's coverage under the Replaced Policy, for benefit purposes the tooth will be considered to have been extracted while the Insured Person was covered under the Policy. Exclusions 8 and 9 of Section XI. will not apply in this circumstance.
2. If an Insured Person whose coverage becomes effective after the Effective Date of the Policy was covered under a Replaced Policy within [30] days of the effective date of coverage under the Policy, and a claim is received by Shenandoah Life for the replacement of a tooth which was extracted during the last 12 months of the Insured Person's coverage under the Replaced Policy, for benefit purposes the tooth will be considered to have been extracted while the Insured Person was covered under the Policy. Exclusions 8 and 9 of Section XI. will not apply in this circumstance.

[SECTION XIII. - SPECIAL PROVISIONS FOR PRIOR DENTAL COVERAGE

(Continued)

[D. DEDUCTIBLE CREDIT

A full Deductible will be utilized in determining benefits. If proof is submitted that all or part of the deductible required under the Replaced Policy was used in the same Calendar Year as the take-over, then full credit for the amount which is substantiated will be given toward the satisfaction of the Deductible for each Insured Person under the Policy for the first [Policy] Year.]

| | | | |
|---------------------------------|--|-------------------------------|---------------------------------|
| <i>SERFF Tracking Number:</i> | <i>SHEN-125762312</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>Shenandoah Life Insurance Company</i> | <i>State Tracking Number:</i> | <i>39850</i> |
| <i>Company Tracking Number:</i> | <i>PPOP-12/06</i> | | |
| <i>TOI:</i> | <i>H10G Group Health - Dental</i> | <i>Sub-TOI:</i> | <i>H10G.000 Health - Dental</i> |
| <i>Product Name:</i> | <i>Group Dental Insurance Policy</i> | | |
| <i>Project Name/Number:</i> | <i>/</i> | | |

Rate Information

Rate data does NOT apply to filing.

| | | | |
|--------------------------|-----------------------------------|------------------------|--------------------------|
| SERFF Tracking Number: | SHEN-125762312 | State: | Arkansas |
| Filing Company: | Shenandoah Life Insurance Company | State Tracking Number: | 39850 |
| Company Tracking Number: | PPOP-12/06 | | |
| TOI: | H10G Group Health - Dental | Sub-TOI: | H10G.000 Health - Dental |
| Product Name: | Group Dental Insurance Policy | | |
| Project Name/Number: | / | | |

Supporting Document Schedules

| | | | | |
|-------------------------|---|-----------------------|-----------------|------------|
| Satisfied -Name: | Certification/Notice | Review Status: | Approved-Closed | 08/16/2008 |
| Comments: | | | | |
| Attachment: | | | | |
| ARCERT.pdf | | | | |
| | | | | |
| Satisfied -Name: | Application | Review Status: | Approved-Closed | 08/16/2008 |
| Comments: | | | | |
| See Form Schedule tab | | | | |
| | | | | |
| Satisfied -Name: | Copy of agreement with DenteMax (network provider) | Review Status: | Approved-Closed | 08/16/2008 |
| Comments: | | | | |
| Attachment: | | | | |
| Network Agreement.pdf | | | | |

TO: ARKANSAS DEPARTMENT OF INSURANCE

RE: **PPOP-12/06 – Group Dental Insurance Policy**

CERTIFICATION OF COMPLIANCE

I have reviewed or supervised the review of the policy form contained in this filing and hereby certify that to the best of my knowledge and belief, the policy form is in compliance with all laws, rules and regulations of the State of Arkansas, including Rule and Regulation 19 – Unfair Sex Discrimination in the Sale of Insurance, Rule and Regulation 49 – Life and Health Insurance Guaranty Association Notices, ACA 23-80-206 – Flesch Certification Minimum Standards, and Bulletin 11-88 – Consumer Information Notice.

Kathleen M. Kronau

(Signature of Company Officer)

Kathleen M. Kronau
Vice President and General Counsel

Type Name & Title of Person Signing

August 5, 2008

Date

**HEALTH CARE EXCHANGE, LTD / DENTEMAX
ADMINISTRATOR SERVICE AGREEMENT**

This Agreement is entered into by Health Care Exchange, Ltd. dba DenteMax, hereinafter referred to as "DenteMax" and Shenandoah Life Insurance Company hereinafter referred to as "Administrator".

DenteMax provides a Preferred Provider Network known as the DenteMax[®] Network of dentists.

Administrator wishes to utilize the Network for Group(s) with some of their dental policies which provide access to a preferred provider network.

Therefore, DenteMax and Administrator mutually agree to the provisions and covenants as follows:

I. DEFINITIONS

- 1.1 Employee means an individual who is an employee or member of a group policyholder.
- 1.2 Enrollee means an individual enrolled for coverage under one of Administrator's group dental policies which provides access to a preferred provider network and its providers.
- 1.3 Enrolled Employee means an Employee who has enrolled for insurance for himself and/or his dependents under one of Administrator's group dental policies.
- 1.4 Group means a policyholder of one of Administrator's group dental policies which provides access to a preferred provider network and its providers.
- 1.5 Network or Preferred Provider Network means that network of dental providers who have been credentialed by and have entered into a Provider contract with DenteMax.
- 1.6 Network Access Fee means the monthly fee payable by the Administrator to DenteMax for the right to utilize the Network.
- 1.7 Provider or Network provider means those dentists or dental offices that have entered into a Provider contract with DenteMax.
- 1.8 Provider Fee Schedule means that fixed fee schedule agreed to by DenteMax and its Provider for certain dental procedures. The Providers have agreed to accept the fee on the Provider Fee Schedule as payment in full for the procedure performed.

II. DUTIES AND OBLIGATIONS OF DENTEMAX

- 2.1 DenteMax has established a network of Providers ("Network or Preferred Provider Network") who meet DenteMax credentialing criteria as outlined by the DenteMax credentialing policy attached as (Exhibit 1) and have agreed to provide dental care services to Enrollees at the negotiated rates.

- 2.2 DenteMax agrees that as long as Administrator pays the Network Access Fee, Administrator shall have the right to utilize the Network. Utilization means that Provider will accept the fees set forth on the Provider Fee Schedule as full payment for those procedures performed on an Enrollee.
- 2.2 DenteMax will make available to Administrator through standard means as outlined in the DenteMax Technical Guide a current list of Providers participating in the Network and updates containing changes to the Network. Administrator has the ability to access the Provider listing and updates at will through the DenteMax Administrator Portal as outlined in the Technical Guide.
- 2.3 DenteMax will make available through standard means as outlined in the DenteMax Technical Guide the DenteMax Fee Schedules paid to Network Providers. The Fee Schedules shall be updated annually and dental fees may be increased starting January 1 of each year. Administrator will be informed of fee increases approximately 60 days prior to the effective date.
- 2.4 DenteMax will maintain and provide Administrator with access to all Provider W9s with at least seven (7) days written or emailed notice.
- 2.5 In the event Administrator and Provider are unable to resolve disputes involving the fee due Provider for a specific claim, DenteMax will use its best efforts to act as a mediator between the parties, including providing whatever relevant information DenteMax may have in its possession, in order to resolve such disputes.

III. DUTIES AND OBLIGATIONS OF ADMINISTRATOR

- 3.1 Administrator agrees to utilize its best and timely efforts to notify DenteMax of new groups it is adding with access to the Network by providing DenteMax with monthly Enrolled Employee counts by state by electronic means. Administrator agrees to provide DenteMax upon request with certain eligibility and/or demographic information related to its Groups with access to the Network, provided, however such requests shall not be made more frequently than once per quarter.
- 3.2 Administrator agrees to have full responsibility for confirming benefits and eligibility to both patients and Providers as needed, and to include Administrator's 800 numbers on patient ID cards.
- 3.3 Administrator agrees to utilize its best and timely efforts in the receipt and processing of claims and of the release of payment for eligible claims and acknowledges that DenteMax has no financial responsibility for any claim.
- 3.4 Administrator agrees to notify Enrolled Employees of the advantages of using Network Providers.
- 3.5 Administrator will access and load updated Provider listings to their system at least once per month, with a recommendation that new updates are loaded twice per month, after the first and fifteenth of each month. Administrator will access and load Provider Fee Schedules at least once annually.
- 3.7 Upon reasonable written notice to Administrator, DenteMax and/or its agent shall have the right during normal business hours to audit the books and records of Administrator and to conduct such investigation necessary to verify the fees payable to DenteMax for any period during the term of this Agreement, provided, however, that DenteMax and/or its agent shall not perform such audit more frequently than once per calendar quarter.

IV. FEES, PAYMENTS & SERVICES REQUESTED

- 4.1 Network Access Fees to be charged to the Administrator during the term of this agreement for all Groups effective on or after May 1, 2006 will be (\$0.55) per Enrolled Employee per month.
- 4.2 Administrator agrees to pay DenteMax the direct costs associated with the printing and distribution of directories and other printed materials provided by DenteMax for distribution to Enrolled Employees as ordered by the Administrator.
- 4.3 DenteMax shall bill Administrator monthly for Network Access Fees and any direct costs incurred as set forth in section 4.2. Administrator shall pay all undisputed fees within thirty (30) days of receipt of such invoice by Administrator. Undisputed charges not paid within that time period will be subject to an accrued interest rate of one and one half percent (1.5%) per month.

IV. PROPRIETARY RIGHTS

- 4.1 Administrator acknowledges that DenteMax is the exclusive owner of the Network.
- 4.2 Group(s) of the Administrator shall use the DenteMax network solely for the purposes of this Agreement during the term. Upon termination Administrator, its Group(s), its employees, subsidiaries or agents may not use the DenteMax network or parts thereof in a planned Preferred Provider Network manner. This does not preclude Administrator and/or its Group(s) from using other organized independent dental networks, which may happen to contain any or all providers in the DenteMax network.
- 4.3 Each party to this Agreement may obtain confidential information from the other. The parties agree that they shall not use or disclose such information other than for the purposes of performing under this Agreement. The parties agree that the unauthorized use or disclosure of confidential information by either party may give rise to irreparable injury to the non-disclosing party, which may not be adequately compensated for by money damages. Accordingly, in the event of a breach or threatened breach of this section, the parties agree that the non-disclosing party shall be entitled to seek injunctive relief restraining the disclosing party and its employees, agents and contractors from such breach or threatened breach. Nothing herein shall be construed as prohibiting the non-disclosing party from pursuing any other remedies available for such breach or threatened breach.

VI. TERMS AND TERMINATION

- 6.1 This Agreement shall become effective on January 1, 2006 and continues unless terminated, modified or amended according to the terms contained herein.
- 6.2 This Agreement may be terminated by either party with or without cause with (180) days prior written notice.
- 6.3 This Agreement may be terminated immediately by either party by giving written notice of termination to the other party if:
 - a. It is confirmed that either party needs and has not secured a license, governmental approval

or exemption in accordance with applicable laws or regulations; or

- b. if either party materially breaches this Agreement in any manner, and such material breach continues for a period of thirty (30) days after written notice is given to the breaching party specifying the nature of the breach and requesting that it be cured;

- 6.4 Administrator is responsible for promptly informing its Group(s) and their Enrolled Employees of a termination by either party.

VII. GENERAL PROVISIONS

- 7.1 Assignment. This Agreement or any rights hereunder shall not be assigned by Administrator without prior written consent by DenteMax.
- 7.2 Independent Contractor. Nothing contained herein shall be construed to create the relationship of employer/employee, partner, joint venture or principal/agent between the parties hereto. Administrator shall be and remain an independent contractor, solely responsible for its group(s), its employees and agents.
- 7.3 Disclaimer of Liability. Notwithstanding anything contained herein that maybe construed to the contrary, DenteMax shall not be liable and/or responsible for:
- A. The diagnosis, treatment, and/or manner of providing health care services by any network provider; including any claim or cause of action for malpractice against any network provider arising out of the provision of health care services pursuant to this contract. PROVIDED HOWEVER, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO CONSTITUTE AN ACKNOWLEDGEMENT, TACITLY OR OTHERWISE, THAT ADMINISTRATOR MAY BE LIABLE FOR THE MEDICAL MALPRACTICE OF ANY PROVIDER.
 - B. Any misrepresentation or failure to disclose information by the Administrator nor any damage or loss caused or suffered as a result of such misrepresentation or failure to disclose information.
 - C. Any payments, co-payments, and/or other monies related to any claim for Covered Services; nor the pursuit of any other third party to recover same.
 - D. Any monies paid by Administrator to any network provider which monies Administrator subsequently seeks to recover; provided however, that DenteMax shall assign to Administrator any rights it may have against such network provider.
- 7.4 Indemnification. Administrator hereby indemnifies and holds harmless DenteMax, its officers, directors and shareholders from all liability, loss, claims, actions, causes of action, suits and/or proceedings of any kind and/or nature whatsoever arising out of or related or incident to: (1) the failure of Administrator to pay any Network Provider the fee set forth in the applicable Provider Fee Schedule pursuant to any claim; and (2) any attempt by Administrator to recover any monies paid to any Network Provider pursuant to a previously submitted claim for Covered Services. This indemnification shall include but not be limited to, all costs, expenses and damages, of any nature whatsoever, including but not limited to, the actual attorney fees of counsel to DenteMax, incurred in any manner whatsoever related to any such claim, action, cause of action, suit and/or proceeding.

DenteMax hereby indemnifies and holds harmless Administrator, its officers, agents and employees from all liability, loss, claims, actions, causes of action, suits and/or proceedings of any kind and/or nature whatsoever arising out of or related or incident to: (1) Administrator's failure to pay any

Network Provider amounts in excess of those set forth in the applicable Provider Fee Schedule pursuant to any claim; and (2) any attempt by a Network Provider to recover from Administrator any monies other than those set forth in the Provider Fee Schedule.

7.5 **Amendment.** This Agreement shall not be amended except as agreed in writing by both parties.

7.6 **Notices.** Any and all notices, requests, consents, demands, or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when delivered, if sent by United States registered or certified mail (return receipt requested), (ii) when delivered, if delivered personally by commercial courier, (iii) on the second following business day, if sent by United States Express Mail, Federal Express or other commercial overnight courier, or (iv) upon the date reflected on a facsimile confirmation from the transmitting facsimile machine, if sent by facsimile transmission and delivery of the facsimile transmission is subsequently confirmed telephonically within one (1) business day, in each case to the Parties at the following addresses or facsimile numbers (or at such other addresses or facsimile numbers as shall be specified by like notice) with applicable postage or delivery charges prepaid:

If to DenteMax:

DenteMax
Attn: Howard Chapman, Manager, New Business Development
28588 Northwestern Highway, Suite 450
Southfield, MI 48034
Facsimile: 248 327-9184

If to Administrator:

Shenandoah Life Insurance Company
Attn: Janis Frazer, Second Vice President and Group Actuary
P.O. Box.12847
Roanoke, VA 24029
Facsimile: 540 857-5991

7.7 **Separability.** Each provision of this Agreement shall be considered separable and, if for any reason any provision shall be deemed invalid, void, unenforceable or contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement, which are valid.

7.8 **Entire Agreement.** This Agreement, including the Appendixes and current DenteMax Fee Schedule, sets forth all the representations, promises, agreements and understanding between the parties hereto. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy of all which together shall constitute one agreement binding on all parties hereto.

7.9 **Governing Law.** This Agreement shall be governed by and construed in accordance with law of the State of Michigan.

EXECUTION OF AGREEMENT

SHENANDOAH LIFE INSURANCE COMPANY

P. O. BOX 12847

ROANOKE, VA 24029

BY:

Manly C. H. Peltier

TITLE:

SR. Vice President

DATE:

4/13/06

HEALTH CARE EXCHANGE/DENTEMAX

28588 NORTHWESTERN HWY, SUITE 450

SOUTHFIELD, MI 48034

BY:

Deanna Wagner

TITLE:

Vice President, Sales & Service

DATE:

3/31/06



DenteMax
Credentialing Policy and Procedure Document

REVISED

2006 March v.2

DenteMax Credentialing Policy and Procedures

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Credentialing Policy Overview

Credentialing of network providers, and the offices used by these providers to service DenteMax members, is a critical business process for DenteMax.

Credentialing, and the use of primary sources to verify credentials, ensures that all dentists admitted to our provider panel have been carefully screened and meet or exceed a set of standards designed to ensure DenteMax members receive the highest quality and most appropriate care from our network dentists.

Additionally, DenteMax reviews information submitted by dental offices to ensure the offices have a structure and processes in place to facilitate the delivery of quality dental care.

Therefore, it is the policy of DenteMax to:

- credential each new provider prior to that provider being added to the network; and
- re-credential existing network providers on a routine basis, every three years; and
- engage in ongoing monitoring activities as it relates to licensure of, and sanctions against, existing network providers; and
- ensure that each office used by a network provider to render services to a DenteMax member meets a certain set of requirements and standards prior to being added to the network.

Credentialing Committee Authority

At its meeting on September 13, 1999, the DenteMax Board of Directors resolved that:

“The development and implementation of a thorough, objective and fair credentialing process is critical to the growth and continued success of DenteMax.

Therefore, to facilitate the development, implementation and ongoing oversight of the credentialing process, the creation of a Credentialing Committee is hereby authorized.

The Credentialing Committee shall also be responsible for the development, implementation and ongoing oversight of a plan to generate continuous improvement in the quality of care delivered by network providers.

The Credentialing Committee shall initially be composed of the following: the Dental Director, who shall have ultimate authority to approve or deny admission to the network; the President; and the Vice President of Customer Service.

The Credentialing Committee shall determine and document the appropriate policies and procedures required to achieve these goals. The membership of the Committee may be expanded at the discretion of the Committee and should include representation for network providers.

The Committee shall meet at least monthly to review applications received from prospective dentists, review policies and procedures and to ensure that a continuous improvement process is underway.

The Committee shall remain accountable to the Board of Directors and shall report its progress and the outcomes of the credentialing process and the quality improvement plan to the Board not less than annually.”

Credentialing Committee Structure and Operations

Membership

The DenteMax Credentialing Committee is currently composed of the following members: the Dental Director, the Vice President of Operations, the Vice President of Sales and Service, the Manager of Customer Service and Provider Relations, a general practitioner, an oral surgeon and two additional representatives from DenteMax. Active network membership is required for the Dental Director and therefore, the Board’s desire regarding network representation is satisfied.

The Committee may add additional members at its discretion. A change to the structure of the Committee requires a two-thirds majority vote of the total existing Committee membership.

Dental Director Responsibilities

The Dental Director is primarily responsible for the clinical oversight of all aspects of the DenteMax network and will be involved in all facets of operations which would benefit from a dentist’s professional expertise.

The Dental Director has the following responsibilities:

- Chair the Credentialing Committee;
- Guide the Committee in the development and implementation of credentialing standards;
- Review all files;
- Make the final determination, utilizing Committee input when necessary and appropriate, to deny a provider membership in the network or to

- terminate a provider from the network for issues involving quality of care or where a dentist's professional judgment is required;
- Communicate with current and prospective network providers according to the guidelines established in the Credentialing Policy;
- Guide the Committee in the development and implementation of procedures to improve the credentialing process;
- Assist administrative partners in determining whether a particular procedure is dentally necessary;
- Work with administrative partners to develop a process to report and act on quality deficiencies in the care delivered by network providers, and evaluate processes to aggregate data in a meaningful manner.

The Dental Director must meet the following minimum requirements:

- Be an actively practicing dentist, seeing clinical patients at least one half day per week; and
- Be a credentialed member of the DenteMax network.

Meeting Frequency

The Credentialing Committee shall meet no less than monthly, and more often if necessary at its discretion. A quorum shall consist of at least three members provided a DenteMax employee and the dentist are two of the three.

Minutes

The Manager of Customer Service shall be responsible for recording and maintaining the minutes of each meeting. If the Manager of Customer Service is not in attendance, the next most senior representative from DenteMax will fulfill this duty.

Delegation

The Committee may choose to delegate primary source verification (PSV) and ongoing monitoring functions to accredited or qualified organizations. In the event that the Committee does delegate certain functions, it will develop an appropriate mechanism to ensure oversight of the delegated functions. Currently, the Committee has chosen to delegate PSV to an NCQA and/or URAC certified organization. The CVO is required to provide evidence of NCQA and/or URAC certification, per the recertification cycle of NCQA and/or URAC, by providing a copy of the certification letter to DenteMax. DenteMax will conduct an annual review of the organization at the location where the CVO performs verification services for DenteMax. Additionally, at minimum, quarterly reviews will be conducted by phone to review the current program and identify opportunities for improvement.

Provider Credentialing Guidelines

Scope – Providers Credentialed and Re-credentialed

The Credentialing Committee shall limit the scope of its activities to all dentists and also medical doctors who are board certified in oral surgery. The Committee may make credentialing decisions on whether any individual in the classes outlined above may be admitted to or terminated from the network regardless of that provider's specialty.

The Committee is responsible for identifying any potential conflicts of interest which may exist as they relate to a decision being made by the Committee.

Confidentiality

At all times and in respect to all of its dealings, the Credentialing Committee will act with due regard for the confidentiality of the information it is entrusted with. The Committee will take appropriate steps to ensure that access to confidential information is limited to the minimum number of individuals necessary to carry out its functions, and that such individuals are appropriately notified of the confidential nature of the information. The Committee will not discuss its deliberations with individuals outside of the Committee except in a summary format which does not identify an individual provider. Each committee member is required to sign a confidentiality agreement. This confidentiality agreement is included as Exhibit D.

Non Discrimination

The Committee will not discriminate against any applicant based on race, color, creed, religious affiliation marital status, sexual orientation, disability status, the types of procedures that practitioner performs, the patients that practitioner services, or any other basis other than the material facts contained in the provider application and subsequent information obtained. These factors are considered immaterial to the ability of a provider to meet the requirements for participation in the provider panel. Additionally, each committee member is required to sign a confidentiality agreement which includes a non discriminatory provision.

Participating Provider Requirements

DenteMax providers must meet the following requirements to be admitted to the provider panel:

- 1) possess an active, current, valid license in the state(s) where the provider will render services to DenteMax members;
- 2) be a graduate of an accredited dental school;
- 3) obtain and maintain appropriate malpractice coverage as required by the state(s) in which the provider is licensed to practice but never to be less than:

- a. \$100,000 per person/\$300,000 per occurrence for general dentists and all specialists except
 - b. Oral surgeons who must maintain minimum coverage of \$1,000,000 per person/\$3,000,000 per occurrence;
- 4) maintain an active, current, valid controlled substance certificate (DEA certificate is recommended but not required for board certified or board eligible orthodontists and pedodontists since controlled substances are rarely required in the treatment of children);
- 5) must demonstrate, in the opinion of the dental director, and in the opinion of the credentialing committee when sought by the dental director, the capacity to perform quality dental procedures. Incidents of malpractice reported by the provider do not preclude a provider from meeting the criteria established above if, in the professional opinion of the Dental Director, the incidents reported do not suggest an impairment of the capacity of that provider to perform quality dental procedures.

DenteMax providers must meet the following requirements to remain in the provider panel:

- 1) possess an active, current, valid license in the state(s) where the provider will render services to DenteMax members;
- 2) maintain an active, current, valid controlled substance certificate (DEA certificate is recommended but not required for board certified or board eligible orthodontists and pedodontists since controlled substances are rarely required in the treatment of children);
- 3) must continue to demonstrate, in the opinion of the Dental Director, and in the opinion of the Credentialing Committee when sought by the Dental Director, the capacity to perform quality dental procedures. Incidents of malpractice do not preclude a provider from meeting the criteria established above if, in the professional opinion of the Dental Director, or the Credentialing Committee, the incidents reported do not suggest an impairment of the capacity of that provider to perform quality dental procedures.

Participating Office Requirements

DenteMax participating office locations must meet the following requirements to be admitted to the DenteMax network:

- 1) Accessibility
 - a. Office must be accessible for patients with disabilities
 - b. Collectively the locations associated to a participating tax identification number must be open a minimum of twenty hours per week
- 2) Compliance with OSHA standards
 - a. Office must meet OSHA guidelines for hazardous material disposal, including sharps

- b. Office must meet all state and local requirements for safety and health
- 3) Compliance with required sterilization techniques and barriers
 - a. Office must perform sterilization of all instruments and hand pieces
 - b. Instruments must be sterilized using either cold, autoclave, chemiclave or dry heat
 - c. Hand pieces must be sterilized using an autoclave, bleeding line or surface wipe
- 4) Provision for emergency care
 - a. Office must make some provision for after hours emergency patient care
 - b. Minimum requirements is an answering machine which directs patients on how to obtain emergency care
 - c. Preferred method is an answering service or machine which contacts the dentist
- 5) An organized patient charting and recall system
 - a. Office must have an organized patient charting system
 - b. Charting system should meet the requirements of the DPAS v.1
 - c. Office must have a patient recall system in place to encourage patients to return for appropriate care. Exception may be made if the office only performs endodontics or oral surgery and indicates that because of the nature of their practice recalling patients is not required
- 6) Properly functioning dental equipment, including x-ray units, developing capability and lead aprons with cervical collars
 - a. Office must have equipment suitable for the treatments they perform
 - b. Office must have x-ray units, developing capability and lead aprons with cervical collars
- 7) Prepared for in-office emergency
 - a. Office must be prepared to handle a medical emergency in the office
 - b. Office must have a medical emergency kit in the office
 - c. Office should have resuscitation equipment or portable oxygen with positive pressure
- 8) Office must have at least one person in the office with appropriate CPR training

Decision Making, Review of Files and Notification

The provider's ability to meet the above stated requirements, coupled with a review of any additional information found during the verification of the provider's information, will determine whether that provider is admitted to the panel.

The Dental Director has the responsibility to review all files, and subsequently, using his/her professional judgment as a provider, determine what files need to be brought to Committee for review.

The Dental Director, on behalf of the Committee, will:

Immediately approve all CLEAN files. CLEAN files are defined as files for providers who met all requirements noted and who had no stated or found incidents or differing information from that provided and that found during verification.

Approve all CATEGORY 1 files. CATEGORY 1 files are defined as anything not considered CLEAN but not meeting the parameters of CATEGORY 2 files noted below.

Bring to Committee any provider files which are considered to be CATEGORY 2. A CATEGORY 2 file is defined as a file which meets any one of the following conditions:

- The file contains more than 3 lawsuits in the previous 10 years and/or;
- The file contains an indictment or conviction of a crime and/or;
- The file contains an individual malpractice suit with an award of \$100,000 or greater and/or;
- The file contains any incident of license revocation or suspension within the last 5 years.

The decisions of the Dental Director and the Committee shall be recorded. Decisions for approval or continued participation will simply be noted as approved. Decisions which resulted in disapproval or termination will be noted with a reason for decision.

Applicants who are approved for inclusion in the network will be notified via a confirmation letter. Applicants who are denied inclusion in the network, based on information collected during the credentialing or re-credentialing process, will be notified by certified letter and shall have the right to appeal. This notification will include a reason for denial.

Providers will be notified of credentialing or re-credentialing decisions within 60 calendar days from the decision. An exception to notification will be made for approvals based on re-credentialing. Providers are either approved or disapproved. DenteMax does not suspend or grant provisional status to providers.

At all times, the Dental Director and the Committee shall follow the guidelines established for making the decision on whether to accept or deny a provider application based on the information obtained as part of the credentialing process.

Verification

Completed Dentist Applications and Professional Questions and Attestation forms are submitted to a DenteMax approved credentials verification organization (CVO). With assistance from the CVO, DenteMax will verify that the following factors are present, using NCQA and/or URAC approved sources:

| | |
|--|---|
| A current valid license to practice is present and within the prescribed time limits | License will be verified in the primary state and in states where a provider will practice, from the state board by use of the state board website or other appropriate means |
| A valid DEA/CDS certificate if applicable and within the prescribed time limits | NTIS will be used to confirm registration. In instances where a registration has been recently renewed and NTIS is not up to date, a copy of the certificate from the practitioner will be accepted. DEA will be accepted in those states which have CDS registration |
| Education and training including board certification if the practitioner states on the application the he/she is board certified | Verification for board certification will be done when the provider declares it using the specialty board as the source Dental school graduation will be verified from either the dental school, the ADA or the state licensing authority |
| Work history | Primary source verification not required; obtain a minimum of 5 years of relevant work history through the practitioner's application or curriculum vitae |
| A history of professional liability claims that resulted in settlements or judgments paid by or on behalf of the provider | Provider declaration with supporting documentation if the provider declares history |
| Malpractice coverage | Declaration from the provider will be accepted but must include carrier, policy term and expiration date, and coverage amounts; a copy of the face sheet is also considered acceptable |
| Hospital privileges | Declaration from the practitioner will be accepted but must include a statement of all past and present issues regarding the loss of clinical privileges |

No time sensitive factors will be more than 180 calendar days old at the time the credentialing decision is made.

Additionally, DenteMax, with assistance from the CVO, will verify, using NCQA and/or URAC approved sources, whether any sanction activity in the following areas exist which may impact a provider's ability to provide safe and appropriate care to enrollees:

| | |
|--|-----------------|
| State sanctions, restrictions on licensure or limitations on scope of practice | State boards |
| Medicare or Medicaid sanctions | OIG website/GSA |

Provider Rights

Provider Access to Information

The practitioner is notified of the following rights on the Dentist Application:

- The right to review information obtained by DenteMax in support of this credentialing application subject to applicable laws and excluding any peer review information;
- The right to correct erroneous information;
- The right to request the status of their application.

Right to Review

The provider will have the right to review information obtained by DenteMax in support of his/her credentialing application, subject to applicable laws and excluding any peer review protected information. A statement regarding this right is contained on the Dentist Information Sheet which is given to each provider who wishes to join the DenteMax provider panel.

Should the CVO find that any information obtained during the credentialing or re-credentialing process varies substantially from the information submitted by the provider, the CVO will notify DenteMax immediately. DenteMax will in turn immediately notify the provider of the variance, and will offer the provider the opportunity to correct erroneous information. The notification will be sent by certified mail.

The provider will have the right to correct erroneous information obtained during the credentialing or re-credentialing process. The provider must respond, in writing, to the Manager of Provider Relations within 30 days of receipt of the certified mail. The provider must explain the discrepancy, may correct any

erroneous information, and may provide any proof that is available. The Manager of Provider Relations will request the CVO re-verify the information in dispute. If the source information has changed, the new information will be added to the provider's file immediately and the provider will be notified in writing of the change. If the primary source verification remains inconsistent, the Manager of Provider Relations will again notify the provider in writing. It will be up to the provider to then submit to DenteMax proof, from the primary source body, that the correction has been made. If such documentation is provided, DenteMax will re-verify the primary source information.

Application Status

Prospective providers have the right to request the status of their application at any time. This request may be made by contacting the Manager of Provider Relations verbally or in writing. Status is defined as one of the following: (a) primary source verification, meaning the application information is currently being verified or (b) pending review, meaning the verification of information is completed but the file has not yet been reviewed by the Dental Director and/or the Committee.

Ensuring Accurate Listings

DenteMax makes available the following provider information to enrollees:

- Provider name
- Office location information
- Specialty designation

DenteMax enters the specialty designation declared by the provider into the DenteMax provider database. This information is held in a pending status until the provider has been approved by the Committee. The CVO is responsible for notifying the DenteMax Manager of Provider Relations if the provider's declared specialty conflicts with information found during verification. If this is the case, the process for handling information that varies substantially will be followed. The provider record in the database will remain in a pending status until the discrepancy is resolved. As long as a provider record is in pending status, the record information is unavailable to be published to a file for use in enrollee materials.

Initial Credentialing – Prospective Providers

Overview

A prospective provider is defined as any dentist, or medical doctor board certified in oral surgery, who wishes to join the DenteMax provider panel. A prospective provider, and the office location(s) at which he or she will render services to DenteMax members, must meet a set of requirements to be considered for inclusion in the DenteMax network. In addition to meeting the minimum set of requirements, the prospective provider must also complete the requirements of the DenteMax contracting process.

Prospective Provider and Office Application

Providers wishing to join the DenteMax provider panel must complete the Dentist Information Sheet (Exhibit A) and Professional Questions and Attestation form (Exhibit B).

Offices locations wishing to join the DenteMax network must complete the Office Information Sheet for every location (Exhibit C).

The Dentist Information Sheet contains a notification to the provider that he/she has the right to review information collected by DenteMax or its CVO to support the credentialing application. This request must be made in writing to DenteMax. Upon receipt of the request, DenteMax will respond to the provider, in writing, within 5 business days.

Credentialing Process

The following steps describe the process of credentialing at DenteMax:

- 1) Prospective provider returns a completed Dentist Information Sheet and Professional Questions and Attestation form to DenteMax
- 2) DenteMax forwards the completed forms to its designated CVO
- 3) CVO verifies information declared by the provider and notes any discrepancies
- 4) CVO returns completed files to DenteMax
- 5) Dental Director reviews files and:
 - a. Approves
 - b. Takes to Committee
 - i. Committee approves
 - ii. Committee denies
- 6) DenteMax notifies provider of credentialing decision

Re-credentialing – Current Providers

Overview

A current provider is defined as any dentist, or medical doctor board certified in oral surgery, who has been previously approved to participate in the DenteMax provider panel, and who, at the time of re-credentialing to occur, is still a member of the DenteMax provider panel. Providers must continue to meet a set of requirements for inclusion in the provider panel.

Provider Re-credentialing

Providers will be subject to re-credentialing no less than every 36 months. The date for re-credentialing will be based on the month of the last approval by the Committee.

With assistance from the CVO, DenteMax will verify that the following factors are present, using NCQA and/or URAC approved sources:

| | |
|---|---|
| A current valid license to practice is present and within the prescribed time limits | License will be verified in the primary state and in states where a provider will practice, from the state board by use of the state board website or other appropriate means |
| A valid DEA/CDS certificate if applicable and within the prescribed time limits | NTIS will be used to confirm registration. In instances where a registration has been recently renewed and NTIS is not up to date, a copy of the certificate from the practitioner will be accepted. DEA will be accepted in those states which have CDS registration |
| Board certification if the practitioner states on the application the he/she is board certified | Verification for board certification and residency will be done when the provider declares it using the specialty board as the source |
| A history of professional liability claims that resulted in settlements or judgments paid by or on behalf of the provider | Provider declaration with supporting documentation if the provider declares history |
| Malpractice coverage | Declaration from the provider will be accepted but must include carrier, policy term and expiration date, and coverage amounts; a copy of the face sheet is also considered acceptable |
| Hospital privileges | Declaration from the practitioner will be |

| | |
|--|--|
| | accepted but must include a statement of all past and present issues regarding the loss of clinical privileges |
|--|--|

No time sensitive factors will be more than 180 calendar days old at the time the credentialing decision is made.

Additionally, DenteMax, with assistance from the CVO, will verify, using NCQA and/or URAC approved sources, whether any sanction activity in the following areas exist which may impact a provider's ability to provide safe and appropriate care to enrollees:

| | |
|--|-----------------|
| State sanctions, restrictions on licensure or limitations on scope of practice | State boards |
| Medicare or Medicaid sanctions | OIG website/GSA |

Re-credentialing Process

The following steps describe the process of re-credentialing at DenteMax:

- 1) DenteMax, or its CVO, will identify providers who are due for re-credentialing
- 2) CVO will mail pre-populated re-credentialing forms (Dentist Information Sheet and Professional Questions and Attestation form) to providers
- 3) If no response is received within 15 days, CVO will mail a second notification to provider
- 4) If no response is received to the second notification within another 15 days, the CVO will mail a third and final notification to the provider
- 5) If no response is received to the final notification within another 15 days, the CVO will go ahead and verify:
 - a. A current valid license to practice is present and within the prescribed time limits
 - b. A valid DEA/CDS certificate if applicable is present and within the prescribed time limits
 - c. That no Medicare or Medicaid sanctions are present
- 6) CVO returns completed files (including those which had provider response and those which did not) to DenteMax
- 7) Dental Director reviews files and:
 - a. Approves
 - b. Takes to Committee
 - i. Committee approves
 - ii. Committee denies
- 8) DenteMax notifies provider only when disapproved

Providers who are found to have a valid license to practice, a valid DEA/CDS certificate, who are free from Medicare and/or Medicaid sanctions, and who continue to demonstrate, in the opinion of the Dental Director, and in the opinion of the credentialing committee when sought by the Dental Director, the capacity to perform quality dental procedures will be approved for continued participation in the provider panel. Incidents or reports do not preclude a provider from meeting the criteria established above if, in the professional opinion of the Dental Director, or the Committee, the incidents reported do not suggest an impairment of the capacity of that provider to perform quality dental procedures.

Providers are required by provision of the DenteMax Provider Service agreement, and by attestation on initial credentialing, that professional liability insurance must be maintained and that any changes in coverage or status must be submitted to DenteMax.

If, due to state or federal regulations, the CVO is required to obtain a release to gather specifics of sanction information, the provider will be contacted a fourth time by the CVO. This notification will include a statement that failure to provide this release will result in termination from the network due to the provider's refusal to participate as necessary in the re-credentialing process. The CVO will wait an additional 30 days to receive this release. If no release is obtained, the provider will be terminated effective the last day of that month and a termination letter will be sent via certified mail.

Ongoing Monitoring

Every current provider will be subject to an ongoing monitoring process as long as he/she is a member of the DenteMax provider panel. The ongoing monitoring system is designed to check for sanctions imposed on providers by applicable state or federal authorities.

Sanctions found during the ongoing monitoring process will be reviewed according to the same steps outlined for reviewing credentialing and re-credentialing files.

The DenteMax CVO shall perform ongoing monitoring according to the NCQA and/or URAC guidelines and using NCQA and/or URAC approved sources. The scope of review for ongoing monitoring is instances of license sanctions by the state boards of dentistry, review of federal Medicare/Medicaid related sanctions from the list published by the Office of the Inspector General, and review of complaints DenteMax receives about providers in the panel.

On going monitoring reviews are done as each individual source for information makes the information available. The schedules for release of this information vary by state. In instances where there is no set schedule for the publishing of sanction information, the CVO, on DenteMax's behalf, will query every 6 months. Information found will be reviewed within 30 days of its release.

Provider Appeals

The Committee may decide to deny a provider admission to the panel, or continued participation in the panel, if:

- 1) the provider fails to provide required information
- 2) the provider fails to meet the established requirements for participation

In the event that a provider is denied admission or continued participation by a Committee decision, the provider may appeal the Committee's decision. Appeals regarding terminations made for administrative related reasons are not accepted.

The following provisions are in place to govern provider appeals in these matters:

- The provider must appeal the decision, to the DenteMax Dental Director, in writing within 30 days of receipt of the notice of termination from the panel. All termination notices are sent in writing via certified mail. The 30 day appeal window will be calculated off the date of the certified mail receipt acknowledgement provided to DenteMax by the United States Postal Service or other similar delivery service. The provider will be notified of his/her right to appeal, and what requirements must be met to appeal, in the termination letter.

- The provider must specifically state why he/she is submitting the appeal and must address with specific explanation how he/she intends to address the requirement which he/she failed to meet.
- The provider has the right to review any information used by the Committee to make the decision, unless that information would be otherwise protected by law. Requests for such information must be submitted in writing to the DenteMax Dental Director. DenteMax will provide such information within 30 days of receipt of the request.
- The Dental Director will review the written appeal and will respond to the appeal, in writing within 30 days of receipt. The Dental Director will seek the opinion of the Committee, and then may reverse the decision, uphold the decision or request further information from the provider.
- If a decision is made to accept the appeal, this decision must be made within 180 days of the provider's signature on the Dentist Information Sheet or the provider must resubmit a new Dentist Information Sheet and Professional Questions and Attestation form.

EXHIBITS

Credentials verification services provided by:
Aperture*

| DenteMax Use Only |
|-------------------|
| PLSID |
| TLID |

You may submit a state mandated credentialing form

☐ DEA Certificate Number: _____ State: _____

Individual BCBSM Pin

Specialty: ☐ General Practice ☐ Endodontist ☐ Oral Surgery ☐ Orthodontist ☐ Pediatric Dentist ☐ Periodontist ☐ Prosthodontist

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Exhibit B

Professional Information

Please check YES or NO for each question.

| | YES | NO | N/A |
|--|--------------------------|--------------------------|--------------------------|
| 1. Has your license to practice in any jurisdiction ever been denied, restricted, limited, suspended (even if the suspension was stayed) or revoked, either voluntarily or involuntarily? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 2. Have you ever been reprimanded, disciplined, counseled or been subject to similar action by any state licensing agency with respect to your license to practice? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 3. Has your DEA or state controlled substances registration ever been restricted, limited, suspended (even if the suspension was stayed) or revoked, either voluntarily or involuntarily? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 4. Are you currently under any investigation with respect to your DEA or state controlled substances registration? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 5. Have you ever been denied hospital privileges or have you ever voluntarily or involuntarily had any hospital privileges revoked, suspended (even if the suspension was stayed), reduced or nonrenewed? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 6. Have any disciplinary proceedings ever been instituted against you, or are any disciplinary actions now pending with respect to your hospital privileges or your license? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 7. Have you ever been denied, reprimanded, censured, excluded, suspended (even if the suspension was stayed), debarred or disqualified from participation in Medicare, Medicaid or any other governmental or quasi-governmental health-related program? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 8. Has your professional liability insurance coverage ever been denied, canceled, reduced, limited, not renewed or terminated by action of an insurance company? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 9. Have any professional liability suits ever been entered against you, or are there any claims pending? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 10. Have any professional liability claims settlements, not involving litigation or arbitration, ever been paid by you or paid on your behalf? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 11. Have you ever been convicted of a felony or do you have any charges pending other than minor traffic offenses? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 12. Do you have a medical/psychiatric condition which in any way may impair or limit your ability to perform the essential job functions with or without reasonable accommodations as delineated by the practice of your specialty or privileges you will be requesting? (Please describe any accommodations required) | <input type="checkbox"/> | <input type="checkbox"/> | |
| 13. Are you currently using illegal drugs or controlled substances? | <input type="checkbox"/> | <input type="checkbox"/> | |
| 14. If you answered yes to the above question, are you currently participating in a supervised rehabilitation program or professional assistance program which monitors you to assure that you are not engaging in the illegal use of controlled dangerous substances? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered yes to any of these questions, please provide an explanation on a separate sheet. An NPDB self queried report(s) is acceptable as supporting documentation if you desire to provide it. Otherwise, documentation of some other form is required to be submitted with your Professional Questions and Attestation.

Attestation

In completing and signing this attestation, I:

- attest that the information in this application is complete, accurate, truthful and correct in all respects;
- understand that the submission of false and/or significantly misleading information or the withholding of relevant information is grounds for denial or termination of the contract;
- signify my willingness to appear for interviews in regard to my application;
- authorize DenteMax or its designated representatives to consult with others who have been associated with me and/or who have information bearing on my competence and qualifications;
- consent to DenteMax or its designated representatives' inspection of all records and documents including, but not limited to, otherwise privileged and confidential information maintained by individuals, organizations and governmental entities which may be used to evaluate my professional qualifications and competence to carry out the practice privileges I request, my physical and mental health status, and my professional and ethical qualifications;
- release from liability and promise not to sue DenteMax and its designated representatives for their compilation and verification of my professional credentials;
- release from liability and promise not to sue any individuals, organizations and governmental entities that provide DenteMax or its designated representatives with information – including otherwise privileged and confidential information – concerning my competence, professional ethics, character, physical and mental health, emotional stability, and other qualifications for panel appointment and practice privileges;
- agree to provide and update the information requested on my initial application and subsequent reapplications and privilege request forms;
- agree to maintain professional liability insurance and to notify DenteMax of any changes in coverage or status and of any changes, restrictions or limitations on my licensure or ability to practice my profession;
- acknowledge that DenteMax or its designated representatives may re-credential my application at anytime without the need to secure my subsequent consent to do so and that I agree to and will co-operate in any re-credentialing process initiated by DenteMax under the same terms and conditions as outlined above.

Applicant Signature

Print Name

Date


PLEASE CHECK THE APPROPRIATE BOX:
☐ I am adding a provider

☐ I am changing my address

☐ I am adding a location

☐ I am changing my Tax ID

800.752.1547 • www.dentemax.com

Dental Office Information Sheet

DenteMax contracts according to Tax Identification Number (TIN). All doctors and locations associated with a participating TIN are considered to participate with DenteMax. Therefore, please complete a Dental Office Information Sheet for EACH location associated to the participating TIN. Please complete a Provider Service Agreement, a Dentist Application and a Professional Questions and Attestation for EACH doctor associated to the participating TIN.

Participating Dental Office Information

| | | |
|---|---------------------|---------------------------------|
| Office Name (Legal Name) | | Tax ID Used for Claims |
| Office Name (As it should appear in the Provider Directory if different) | | Owner's Name |
| Street Address | Suite Number | Email Address |
| City | County | State Zip Code |
| Telephone Number () - | Fax Number () - | Contact Person at this Location |
| Contact Person's Title | | |
| Please list all providers at this location. A Provider Service Agreement, Dentist Application and Professional Questions and Attestation must be completed for each provider. | | |

Miscellaneous Office Information

Office Hours (include evenings and weekends):

| | | | | | | |
|----|----|----|-----|----|------|------|
| M: | T: | W: | Th: | F: | Sat: | Sun: |
|----|----|----|-----|----|------|------|

Is your phone answered after hours? ☐ Yes ☐ No If Yes: ☐ Service ☐ Machine

Describe your after hours emergency coverage: _____

Is your office bilingual? ☐ Yes ☐ No If Yes, what language? _____

If your office accessible to physically disabled? ☐ Yes ☐ No

Does your office meet OSHA and CDC standards and guidelines? ☐ Yes ☐ No

Are you prepared for a medical emergency? ☐ Yes ☐ No

Do you have a medical emergency kit? ☐ Yes ☐ No

Do you have portable oxygen with positive pressure? ☐ Yes ☐ No

Is someone in your office CPR certified? ☐ Yes ☐ No

Do you have properly functioning office equipment, including X-ray units, developing capability and lead aprons? ☐ Yes ☐ No

Do you have an organized patient charting and recall system? ☐ Yes ☐ No

Instrument sterilization type(s): ☐ Cold ☐ Autoclave ☐ Chemiclave ☐ Dry Heat ☐ None

Hand pieces sterilization type(s): ☐ Autoclave ☐ Bleeding Lines ☐ Surface Wipe ☐ None

I acknowledge that all of the information contained in this application is accurate, complete and truthful to the best of my knowledge. I agree that I will provide written notification to DenteMax of any material change to the above. I understand that I have the right to review and correct any information used in the credentialing process.

Signature

Date

Signed agreements, information sheets and any supporting documentation should be sent or faxed to:

DenteMax Provider Relations
28588 Northwestern Highway, Suite 450 • Southfield, MI 48034 • Fax: 248.327.9201

Exhibit D Confidentiality Agreement

Confidentiality Agreement

As a member or guest of the DenteMax Credentialing Committee, or as a professional otherwise involved in the evaluation of providers who wish to join, or are part of the DenteMax provider panel, I recognize that confidentiality is vital to the free and candid discussions necessary for effective peer review activities. Therefore, I agree to respect and maintain the confidentiality of all discussions, deliberations, records and other information generated in connection with these activities, and to make no voluntary disclosures of such information except to persons authorized to receive it in the conduct of DenteMax affairs.

I accept as a condition of my participation in peer review and credentialing activities that the confidentiality of these activities will be similarly maintained by other individuals involved. I understand DenteMax is entitled to undertake such action as deemed appropriate to ensure that this confidentiality is maintained, including action necessitated by any breach or threatened breach of this agreement. Therefore, I agree to respect and maintain the confidentiality of all discussions, deliberations, records and other information generated in connection with these activities, and to make no voluntary disclosures of such information except (1) to persons authorized to receive it in the conduct of DenteMax affairs or (2) as required by law.

Further, as a member or guest of the Committee, I will not discriminate against any applicant based on race, color, creed, religious affiliation, marital status, sexual orientation, disability status or any other basis other than the material facts contained in the provider application and subsequent information obtained. These factors are considered immaterial to the ability of a provider to meet the requirements for participation in the provider panel.

Signature

Please Print Name

Date

Please sign and return this form to DenteMax.

DenteMax Provider Service Agreement

This agreement is between DenteMax®, and the Provider, _____, a duly licensed dentist, or a recognized entity to provide dental services in the state(s) of _____.

DenteMax is the owner and manager of a Preferred Provider Network which gives Participants access to its Providers through various individual and/or group dental plans.

The Provider desires to perform dental services for the Participants of the DenteMax program.

In consideration of the mutual promises contained herein, the parties agree as follows:

Definitions

Network shall mean Preferred Provider Network of dentists who, as Providers, have a contractual relationship with DenteMax to provide dental services under DenteMax established policies.

Provider shall be the owner of the tax identification number, or their duly authorized agent, and all other employees and/or independent practitioners of this entity who are licensed to practice dentistry in accordance with current state laws.

Payor shall mean an employer, administrator, insurance carrier, fund, individual or other entity who is responsible for the payment of the claim.

Participant shall mean persons, who through a dental plan with the Payor or by some other contractual relationship with DenteMax, are eligible to use the Network for dental care.

I. Responsibilities of Provider

1. Provider agrees to accept the current published DenteMax Fee Schedule, or the provider's usual fee if less, as full consideration for dental services provided to Participants. Provider agrees not to bill patient for the balance between the DenteMax fee and the provider's usual charge, if higher. The Participant may be responsible for plan limitations such as copayments, deductibles, and amounts exceeding the benefit maximums.
2. Provider agrees to treat DenteMax Participants as they would any other patient in their practice.
3. Provider is responsible for determining the eligibility and benefit coverage of the Participant.
4. Provider agrees to adhere to the guidelines established by the Payor for claims review and payment. Provider agrees to cooperate and furnish any material or information requested by the Payor or DenteMax required for claim payment and/or claim review.
5. Provider acknowledges that DenteMax is not liable for any payments due to the Provider including but not limited to the claim Payor or the Participant.
6. Provider agrees to accept and be responsible for his/her own acts or omissions in the professional practice of dentistry as well. Nothing in this agreement shall be interpreted or construed to place any such responsibility for professional acts or omissions on DenteMax.
7. Provider agrees to promptly notify DenteMax in writing of any change in status regarding licensure; insurance coverage or other material facts related to the information provided.

II. Responsibilities of DenteMax

1. DenteMax shall provide administrative and management duties in the development and maintenance of the Network.
2. DenteMax shall market its program to groups and individuals with the intent of obtaining Participants who may become patients of the Provider.
3. DenteMax is authorized to list information about the Provider in the DenteMax Provider directory, on the DenteMax website or other publications.
4. DenteMax shall have the right to amend this agreement by providing written notice. Failure of the Provider to reasonably object within thirty days of DenteMax sending the same shall constitute its acceptance.
5. DenteMax agrees to accept and be responsible for its own acts or omissions, as well as those of its employees, and nothing in this agreement shall be interpreted or construed to place any such responsibility onto the Provider.

III. General Provisions

1. This Agreement, the attached information sheets and dentist applications represent the entire agreement between the parties and supersedes all previous agreements, whether written or oral, between DenteMax and Provider.
2. Some states require certain contract provisions which are included by reference and in the attached Exhibit. If there is a conflict between provisions the state law shall take precedence.
3. This Agreement shall be effective when all providers have passed credentialing and are entered into the DenteMax Provider Database. The effective date of these additions shall be the sooner of the 15th day or last day of the month in which the change is made. This Agreement shall remain in effect until terminated by written notice of either party, with or without cause. Provider termination will be effective the final day of the month in which they are received.
4. DenteMax and Provider agree that each party is independent from the other and that the provisions of this agreement do not create an employer/employee, principal/agent, partnership, or joint venture relationship between the parties.
5. All notices, including but not limited to change of address and change of license status shall be submitted in writing and delivered either personally or by U.S. Mail postage prepaid to the address below or any new address supplied by the other party.
6. This Agreement may be assigned only by DenteMax.
7. This Agreement shall be governed by the laws of the State of Michigan.

Provider Signature _____

Date _____

Printed Name _____

Street Address _____

City _____

State _____

Zip _____

DenteMax
28588 Northwestern Highway, Suite 450 • Southfield, MI 48034
800.752.1547 • Fax: 248.327.9201